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The Solicitors' Journal

and Weekly Reporter.

LONDON, AUGUST 14, 1909.

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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Question of Additional Judges.

THE QUESTION of the present congestion of business in the King's Bench Division, and the necessity of appointing additional judges, was raised by Mr. RAWLINSON, K.C., last week in the debate in the House of Commons on the Appropriation Bill, but having regard to the fact that a Joint Committee of both Houses is now considering the subject, it was not to be expected that the Government would have any proposal ready. The Attorney-General stated, however, that they would not have long to wait for the report of the Committee, and it may be hoped, therefore, that this will be available in time to enable the Government to give effect to any recommendations that may be made before next sittings.

The Changes in the Finance Bill.

THE RESOLUTION passed by the House of Commons on Wednesday by a majority of 217 to 96 involves a very substantial concession to landowners, and it involves also an extensive redrafting of the clauses of the Finance Bill relating to valuation. The entire cost of the valuation of land for the purposes of the land taxes is to be paid out of public funds. The expense is estimated to be two million pounds, to be spread over a period of three or four years. It will, of course, be open to the landowner to contest the valuation, and the decision of the referee is not to be final. It is recognized further that the tax on the capital value of ungotten minerals is impracticable, and the Government substitute a proposal for levying a tax of £5 per cent. on mineral rents—that is, on royalties and other forms of reservation of rent. These are extensive concessions to the objections which have been urged against the land taxes as originally proposed. Whether the actual yield from the taxes under the circumstances for the current year is such as to justify the present prolonged sittings of the House is another question. Assuming that the taxes are a proper source of revenue, whether for their actual yield or for their indirect social effect, yet it is now patent that they will mean a very costly extension of officialism, and there seems to be in the nature of things no reason for pressing them through in the months of August and September. In so extensively altering the Bill at this late stage the Government have undertaken a task which, if not impossible, will at least be found extremely difficult to carry to completion this session.

The Undeveloped Land Duty.

THE HOUSE of Commons resumed the discussion of the Finance Bill on Monday, and in the course of Tuesday's sitting clause 10, which is the first of the clauses dealing with the duty on undeveloped land and mineral rights, was added to the Bill. The course of debate does not indicate that tendency to withdraw the opposition to the Bill which has been suggested by part of the daily press, but the new rules under which the Chairman of the Committee can select amendments for discussion appear to have enabled the House to deal with the clause without undue loss of time. An amendment which would have restricted the tax to cases where land passed by sale or devolution after the commencement of the Act was defeated by the customary majority, and a similar fate befell an amendment which would have postponed the duty till the year 1919. The ostensible justification for the latter postponement was the difficulty of making the valuations necessary for the immediate collection of the tax. The question of valuation is, of course, vital, and the amended proposals of the Government as to this were not before the House at the time of the discussion. The tax is to be on the site value of "undeveloped land" at the rate of one halfpenny for every 20s. of that value. An attempt to substitute "land which is unreasonably withheld from development" for "undeveloped land" failed, and amendments to substitute one farthing for one halfpenny, and to limit the tax to 5s. an acre were rejected. But a new sub-section, giving exemption where £100 per acre has been expended on the property within a limit of ten years, was proposed by the Chancellor of the Exchequer in the course of Monday's all-night sitting, and adopted. A lengthy discussion took place on Tuesday on the question of adding the clause as amended to the Bill, and this was ultimately done by a majority of 223 to 119.

Bankruptcy in 1908.

THE BANKRUPTCY Statistics for 1908, which have just been issued, do not appear to contain any features of special interest. The number of bankruptcies for the year was 4,306, and of deeds of arrangements 3,822, in both cases a slight increase on the figures for 1907. But the combined figure, 8,128, does not reach those for 1904 and 1905—8,631 and 8,603—which are the highest for the last ten years. The estimated loss to creditors was in 1908 £8,540,008, as against £9,371,780 in 1904, when the loss stood highest. A table is given of the failures in which the unsecured liabilities were £20,000 and upwards. These were 32 in 1908 as against 29 and 26 in the two preceding years; and of the 32, 16 were due to ordinary trading, 11 to financial and speculative enterprise, and 5 to extravagance, gambling, &c. But the liabilities in the speculative cases show a marked diminution, being £367,100 for 1908, as against £1,073,400 and £748,300 for 1907 and 1906. The number of prosecutions ordered during the year was 62—an increase of 26 on those ordered in 1907. Of 53 cases finally dealt with, 1 resulted in discharge by the magistrates, 49 in convictions, and 3 in acquittals. The chief offences in which convictions were obtained were obtaining credit as an undischarged bankrupt or under false pretences, concealing property, and omissions in statements of affairs. A table of the percentage of costs to gross assets in cases wound up in 1908 by official receivers and non-official trustees in bankruptcy indicates that the advantage of cheapness is with official trustees, the percentage being about half that in the case of non-official trustees.

Children's Courts.

AN INTERESTING statement as to the progress of Children's Courts in America is contained in the *Times* of the 6th inst. In this country, such courts date, in law, only from the Children Act of last year, which by section 111 makes provision for the separate hearing by courts of summary jurisdiction of charges against children; but in America they have had an earlier origin. The first legislation on the subject was in Massachusetts in 1863, though it seems that this was not effective in practice. Attempts in the same direction were made in New York by legislation of 1877 and 1892, but a separate court in that city, with complete jurisdiction in cases of children under sixteen, was not authorized

till 1902. This had been done in Chicago in 1899, and such a court had been opened in Buffalo in 1900. But while New York was not the first city to have a separate children's court, it was the first to use a separate building for the purpose, and it has, it seems, dealt annually with a larger number of children's cases than any other similar tribunal—a clear proof that it was required—and its methods have been extensively studied both in Europe and in other States of America. According to the report of the New York Society for the Prevention of Cruelty to Children, which has been in existence six years, 59,226 children were charged in that period, but only about one-fifth of the number have been committed. The object is to save the child without commitment, but where this cannot be avoided the offender is sent to a reformatory or charitable institution, and not to a prison. A considerable number of offences, moreover, are only technical; thus of the 11,409 children charged last year, 2,241, of whom 483 were under seven years of age, were dealt with solely on charges of not being under proper guardianship.

The Punishment of Parricide in France.

THE RECENT execution in Paris of GEORGES DUCHEMIN, who had savagely murdered his mother for the purpose of robbing her of her scanty savings, is an example of the special punishment which has always been assigned to parricide by the civil law, while the law of England makes no distinction between the murder of a parent and the murder of a stranger. By the ancient law of France the person convicted of parricide was drowned, having been first sewn up in the same bag with a dog, a viper and an ape, a barbarous and wholly irrational punishment. And now by article 13 of the Penal Code it is enacted that the criminal condemned to death for parricide shall be led to the place of execution in his shirt, barefooted, and with his head covered with a black veil. He is then to be exposed to view on the scaffold while an officer of the court reads the sentence passed upon him, and is immediately afterwards to be executed. This law would probably not have been passed at the present day, but there is, of course, some difficulty in getting it abrogated. Ten years had elapsed since any execution had taken place in Paris. Juries in the majority of cases brought in the verdict of "extenuating circumstances," which saved the murderer from the punishment of death, and when they declined to give this verdict the convict was reprieved by the President, who is opposed to capital punishment. But a succession of atrocious crimes had roused the indignation of the French people, and the reprieve of DUCHEMIN would have been a dangerous experiment. His execution was conducted with some show of conformity to article 13, but the scaffold was surrounded by soldiers who kept the crowd at a distance, and the official read the sentence in a tremulous and scarcely audible voice. English lawyers will find no excuse for the fact that a whole year had elapsed between the confession of the crime and the execution of the criminal.

Limits of Admiralty Jurisdiction.

A CASE has recently been decided by the Judicial Committee of the Privy Council, on appeal from the Supreme Court of Canada, which is of great general importance with respect to the jurisdiction of Admiralty Courts in the United Kingdom as well as in the overseas dominions: see *Bow, McLachlan & Co. v. Union Steamship Co. of British Columbia* (*Times*, 7th August). The facts are fully set out in the lengthy judgment delivered by Lord GORELL. Shortly they may be summarized as follows: The appellants are a shipbuilding company at Paisley, in Scotland, and the respondents are a shipping company at Vancouver, in British Columbia. The appellants built for the respondents, at Paisley, a vessel for the price of £28,000. Of this sum £5,000 only was paid in cash, and the balance was secured by a registered mortgage, in statutory form under the Merchant Shipping Act, 1894, the consideration being expressed to be for "money lent" by the appellants. A difference arose between the parties as to the amount due in respect of the shipbuilding contract. The respondents claimed the right to deduct £3,638 from the contract price on account of alleged defects in the construction of the vessel, which in the meantime had proceeded to Vancouver. The appellants thereupon took steps to enforce the mortgage, and

commenced an action in the Exchequer Court of Canada under its Admiralty jurisdiction. Among other grounds of defence the respondents pleaded the alleged breach of contract as a defence *pro tanto* to the appellants' claim under the mortgage. The appellants raised the point of law that this defence was not open to the respondents. The Exchequer Court of Canada and, on appeal, the Supreme Court of Canada held that the defence was a good answer *pro tanto*, and could be pleaded in the action then proceeding. The appeal to the Privy Council was against this decision of the Supreme Court of Canada, the appellants' case being that the Canadian court, in its Admiralty jurisdiction, could not entertain any such defence to the action, but that the respondents must bring a separate action in another court with respect to the alleged breach of contract.

Circuity of Action.

BEHIND THE technicality involved in this formal objection to the jurisdiction there lay the important question of the *locus* of the litigation relating to the shipbuilding contract. If not tried in the present action, the respondents would be compelled to bring an action against the appellants in Scotland. The Judicial Committee were of opinion that the appellants' contention was correct, and the appeal was allowed. Lord GORELL, in the course of his judgment, examined the statutes under which the Admiralty jurisdiction of the Canadian Exchequer Court was exercised, and held that the court had no wider jurisdiction in Admiralty than had the High Court in England. The question whether the respondents' defence would have been admissible under the Admiralty jurisdiction of the English court was then dealt with. Lord GORELL pointed out that in Admiralty the mortgage of the appellants could now be enforced, but that an action for the price of the vessel could only be brought if the ship were under arrest; whilst the respondents could not proceed there against the appellants for damages in respect of any breach of contract, whether the ship was under arrest or not. The defence of the respondents had been allowed by the Canadian courts on the principle of avoiding circuity of action, in accordance with the common law practice of allowing a defence by way of cross-action to be pleaded. But the very fact of admitting such a defence implied that the court had jurisdiction to entertain the cross-action. Here the Exchequer Court of Canada had no jurisdiction to entertain any action by the respondents for damages in respect of breach of the building contract. Any defence which depended on the right to bring such an action was therefore inadmissible.

Are the Law Courts "Dull"?

THIS QUESTION is suggested by the heading in the chapter of a recent American work, "Are Englishmen dull?" Many persons find little to interest them in the law courts. A protracted argument in the House of Lords cannot easily be followed by those who have no acquaintance with the general principles of law. Cases in the Chancery Division are discussed in a manner which is according to the recognized usages of the profession, but which is not adapted for the enlightenment of listeners in court. The investigation of a local statute in the Divisional Courts is not recommended to visitors, and a collision case in the Admiralty Division does not always attract the attention of a maritime people. The noise and contention of the Criminal and *Nisi Prius* Courts are preferred by the ordinary mass of idlers, but the experience of the more intelligent visitors is often one of fatigue and disappointment. It is not often that we meet with persons like the jurymen who thought that the trial of a cause was "as good as a play only better," but members of the legal profession who are equipped with a reasonable stock of patience may often find pleasure in a visit to the courts. Such visitors may be advised to make some inquiry as to the business likely to come before the court. In the case of an appeal before the Court of Appeal, a report of the case in the court below may usefully be studied, but, in the absence of any such report, appeals turning on the effect of a mass of evidence should carefully be avoided. Points of practice do not interest many of our juniors, but the case is different with the more experienced managing clerks of busy firms of solicitors.

The Sad Fate of a Musical Instrument.

ACTIONS FOR negligence are of inexhaustible variety and interest, and a case lately determined by the Seventh Chamber of the Tribunal of the Seine is of unusual novelty. M. HENRI SAILLER, a well-known violinist, was the owner of a remarkably fine violin which had in former years been presented to him on his gaining the first prize at the Conservatoire. He was in the habit, after using this instrument, of carefully returning it to the case in which it was kept. It happened, however, unfortunately, that after giving a lesson to the daughter of the defendant, a lady of good social position in Paris, he forgot his violin and left it behind him. The defendant on the same day received a number of friends; the conversation turned upon music; the violin was taken out of its case and handed round, being finally placed upon an armchair. Soon afterwards one of the guests, who was of more than ordinary bulk, sat upon the chair, breaking the bridge and damaging the woodwork of the unlucky instrument. The defendant, who was much distressed by the accident, sent the violin to a maker of musical instruments with the object of getting it repaired, but there was no doubt that after these repairs had been completed it was permanently injured. The court gave judgment for 500 francs by way of damages, and also ordered that the violin should be returned to its owner. The award seems to us to be of a moderate character, and we are rather surprised that the plaintiff should have found it necessary to enforce so reasonable a claim for compensation by legal proceedings.

Loss by Theft of Goods in Pawn.

THE COMPLAINANT in a summons heard by the magistrate of the Lambeth police-court recently had an unpleasant experience of the law relating to pawnbrokers. The summons was against a pawnbroker for unlawfully detaining a gold chain, a Jubilee sovereign, and a silver-gilt matchbox, the property of the complainant, and which he had pledged with the defendant. Some time afterwards, when he proposed to redeem his property, he was told that there had been a burglary in the shop and that the articles which he had pledged, together with others, had been stolen. The defendant disclaimed all liability for this loss. In support of his defence, he proved that the articles were kept in an iron safe, which had been broken open by the thieves. In answer to a question by the magistrate, the defendant admitted that he had an insurance against burglary, but only for an amount equal to that which he had advanced upon the security of goods pledged with him. In these circumstances there was nothing to shew want of ordinary care on the part of the pawnee, and the case of *Coggins v. Bernard* (2 Lord Raymond, 909; 1 Smith's Leading Cases, 11th ed., 173) was decisive in his favour. The summons was accordingly dismissed.

The Report of the Committee on Imprisonment for Debt.

THE report of the Select Committee on Debtors (Imprisonment), taken with the printed proceedings of the committee, shews that there was considerable difference of opinion as to the extent to which imprisonment for debt should be abolished, though ultimately the committee agreed to report that imprisonment should be abolished in cases of judgments "(a) for money lent, (b) for goods sold or lent on hire, unless sold or lent for trade purposes or unless the goods are necessities for the support or maintenance of the debtor or his family." This is the proposal contained in a draft of a County Courts and Debtors Act Amendment Bill which has been drawn by Judge SELFE, with the approval of Judges SMYLY and HOWLAND ROBERTS.

The continuance of imprisonment for debt after its general abolition by section 4 of the Debtors Act, 1869, depends upon the exceptions to that section. These are six in number, namely—(1) default in payment of a penalty; (2) default in payment of any sum recoverable summarily before justices; (3) default by a trustee; (4) default by a solicitor in specified cases; (5) default in payment of any portion of salary or income under the

order of a bankruptcy court; and (6) default in payment of sums in respect of the payment of which orders can be made under the Act. The draft report presented by Mr. PICKERSGILL, the chairman of the committee, which was not adopted, pointed out that there was a clear line of demarcation between the first five classes of cases and the sixth. Imprisonment in the first five classes has a punitive character, whereas in the sixth "imprisonment is used as a remedy by a private creditor to screw money out of his debtor." It was proposed, accordingly, in this draft report, that the first five classes of exceptions should remain as at present, but that the sixth class should be struck out, except in the case of administration orders. An alternative draft report was submitted by Mr. RENDALL, which contained the modified proposal for abolition of imprisonment for debt above stated. The voting on the question as to which report should be considered in detail by the committee shewed a majority of six to five in favour of Mr. RENDALL's draft, but, as the chairman did not vote, the committee was in fact equally divided. Mr. RENDALL's draft was accordingly discussed, and, with amendments, was finally adopted, apparently without voting. It would seem, therefore, that Mr. PICKERSGILL and those who agreed with him were satisfied on practical grounds with the measure of reform advocated in the final report, and they did not present a minority report.

Mr. PICKERSGILL's draft report contained a strong indictment of the system of imprisonment for debt in the county court. The number of cases of imprisonment rose from 7,867 in 1899 to 12,014 in 1906. In 1907 it dropped to 9,235, but it seems that this apparent diminution arose from the attempt made for the first time in that year to make the figure given in the statistics represent the number of separate persons imprisoned. The draft report stated that the committee had received overwhelming and in fact practically uncontradicted evidence that it was the working class, and the working class alone, which suffered the penalty of imprisonment for debt. "A man among the well-to-do classes," said Judge PARRY "is never imprisoned for debt." "The wage-earners," said Judge WIGHTMAN WOOD, "practically are the only people who are subject to it." And how it sometimes operates is shewn by a case where a labourer at Dudley was committed for twenty-one days for non-payment of a debt of four shillings and costs, in all 5s. 9d. The debt had been originally incurred by his wife, who was dead at the date of the imprisonment. There were four children between thirteen and three years old, who on the imprisonment became chargeable to the parish. In this particular case, the governor of the prison, on learning the facts, lent the debtor the money and released him. It seems pretty obvious that imprisonment was not a proper remedy under the circumstances. And the draft report also emphasizes the fact that, if the commitment order usually leads to payment without imprisonment, this is only because the debtor, to quote from Lord BRAMWELL's judgment in *Stonor v. Fowle* (13 App. Cas., p. 28), moves heaven and earth among his friends to get the funds to pay. "It seems to us," says the draft report, "that if the people who have to pay to keep the debtors out of prison are not the debtors themselves, but their friends, the system stands self-condemned."

Imprisonment for debt occurs under section 5 of the Debtors Acts, 1869, which authorizes the orders referred to in the sixth exception to section 4 (*supra*). The commitment may be for six weeks, and the jurisdiction can only be exercised where it is proved to the satisfaction of the court that the debtor has, or has had since the date of judgment, means to pay and has refused or neglected to do so. In practice, of course, there is great difficulty in ascertaining with any certainty whether the debtor has means to pay. In addition to the impossibility of the county court making adequate inquiry into the debtor's means, there is the question as to what the expression denotes. "By means," says the draft report, "is intended, or should be intended, what remains to the debtor after providing for his family," and a contrast is drawn between the almost necessarily hurried and informal way in which evidence of means is taken in the county court, and the careful procedure on a judgment summons in the High Court. This requires a detailed affidavit of the debtor's means to be filed, including his liabilities as well as his receipts, and a note of the evidence taken is indorsed on the summons and initialled by the judge. The average number of these summonses

in the High Court is 350 per annum, and the average number of debtors imprisoned is only three per annum. The final report admits fully the need of reform on the subject of means, and recommends that the maximum period of imprisonment should be reduced to twenty-one days; that, except in the case of debtors who are not artisans, judges should be deprived of the power to commit unless the debtor at the time of hearing has means in hand or falling due; and that all judges should be instructed, having regard to wages, house-rent and other conditions of their district, to treat a minimum income as needed for necessities, and should not commit unless they have evidence that a debtor has means over and above such income. It is suggested that on these points a circular from the Lord Chancellor to the judges would diminish the existing want of uniformity. But, we take it, the Lord Chancellor has no authority to issue such a circular. County court judges, like the High Court judges, have to look for guidance only to the law as contained in statute, order, or judicial precedent. They are not civil servants to be instructed by circulars issued from a central office. Where they have a discretion, it is a judicial discretion, and not a discretion to be exercised on instructions.

Possibly we have given too much prominence to Mr. PICKERSGILL's draft report, for, after all, it is not the report of the committee, and, as we have said, its author and the rest of the committee who were in its favour did not go to the length of presenting it as a minority report. The final report, after referring to the House of Lords Committee's report of 1893, in which it was stated that a very large majority of the county court judges were in favour of imprisonment, states that it is still true that a majority of the county court judges are "in favour of the Act, subject to certain alterations"; and it states also, on the authority of Mr. JENNINGS, the registrar of the Brighton county court, who was deputed to give evidence by the Association of County Court Registrars, that there is practical unanimity among registrars "as to the necessity for preserving imprisonment as a final means of compulsion in the case of a man who has been adjudged to owe money, and to have, or to have had, the means of paying it." Evidently, however, there are strong opinions on the county court bench against imprisonment.

The report appears to be based to a large extent upon the necessity of maintaining credit as an incident in the national life; and it is announced that credit requires imprisonment as its basis. "Our national life," it is said, "is based almost entirely on a system of credit." But it is a far cry from this to imprisonment under orders of the county court. Large branches of trade and finance require to be based on credit; but credit is not necessarily incident to the supply of goods retail, and as to this it is matter of common knowledge that much of the best trading is done on a strictly cash basis. Credit may be necessary at times for the working-class population, but it by no means follows that imprisonment is essential to secure it. Mr. PICKERSGILL's draft report proposed to meet cases of the improper incurring of credit by an extension of the criminal law. This might be possible, but it will not, we imagine, be readily admitted that the final report, by its generalities on credit, has made out a case for the retention of imprisonment. The report does, however, recognize the evils attendant on allowing the weapon of imprisonment to be at the service of the money-lender, and of the tallyman who disposes on the instalment system of goods that are not wanted, and the changes which it suggests are in the right direction. But we may be permitted to express regret that Mr. PICKERSGILL's draft report was not adopted by the committee.

The new Act, says the *Daily News*, excluding children from public-houses has caused a remarkable increase in the number of children found by the police and taken to police stations. At one station in the North-West of London the number had increased tenfold since the passing of the Act, and the official return shows that there were never less than ten lost children in the station at one time on Bank Holiday. Nearly all had been left outside public-houses and had wandered away. The cost for feeding the lost children amounts to quite a considerable sum.

Reviews.

Company Law.

COMPANY LAW. By Sir FRANCIS BEAUFORT PALMER, Barrister-at-Law. SIXTH EDITION (February, 1909). SEVENTH EDITION (May, 1909). Stevens & Sons (Limited).

It does not often fall to a reviewer's lot to have before him at the same moment two successive editions of the same book, the later being published three months after the earlier. The sixth edition of Sir Francis Palmer's book was, however, published in February, and the seventh in May last—these being the dates given in the two prefaces. The enactment of the Companies (Consolidation) Act, 1908, has, of course, rendered existing text-books all but useless for convenient reference. This compendium of the author's larger work is so well known that there is little to say by way of criticism except to compare the two editions and make some observations on the alteration in the form of the book necessitated by the passing of the consolidating Act. One printer's error might be corrected in future editions—the reference in the table of contents on p. viii to the Companies Act, 1898, should be “542.” New editions of law books are nowadays scarcely ever (but for the present instance one might almost say never) printed off from the same type. This appears to have been done in the present instance. The two cases mentioned as “addenda” in the sixth edition have now been embodied in the text, the few alterations required to transform the draft rules into the permanent rules (pp. 555, 587) have been made, and further orders and regulations of the Board of Trade, dated the 29th of March, 1909, have been freshly printed and added at the end (pp. 592-614). With these exceptions (and one other) the two editions are identical. The appendix contains Acts and Rules.

First, of course, comes the Companies (Consolidation) Act, 1908, and this is followed by several Acts that have not been repealed by the consolidating Act. One Act (the Companies Act, 1898) here printed has been repealed, but finds no place in the new Act, owing to the fact that it relates to section 25 of the Act of 1867, which was itself repealed in 1900. Nevertheless the repealed Act of 1898 may have to be invoked under certain circumstances, and the old law under section 25, and the new law consequent on its repeal, are considered by the author at pp. 115-119. In the print of the consolidating Act one great improvement has been made in the seventh edition. The opportunity has been taken of inserting in the margin references to the pages of the text where particular sections of the Act are dealt with. This insertion of marginal references suggests a further improvement that might be made in future editions, though possibly it could not be carried out without resetting the type. It would be a great convenience if the repealed enactment corresponding to each section of the new Act were referred to in the margin, as is occasionally done with respect to other enactments (see, for instance, p. 476). These marginal references are printed in the official copies of the Bill, but are omitted in the print of the completed statute. It is true that, prefixed to the Act of 1908 in Sir F. Palmer's book (p. 423), there is a “table of corresponding sections.” These, however, are arranged in the order of the repealed, and not the newly enacted, sections. Failing the marginal references suggested, another table arranged in order of the existing sections of the 1908 Act would be found very useful. Looking at the immense body of case law on the subject, it will be impossible for many years to dispense with references to the repealed enactments under which particular cases have been decided.

Statute Law.

PATERSON'S PRACTICAL STATUTES: THE PRACTICAL STATUTES OF THE SESSION 1908 (8 EDWARD 7); WITH INTRODUCTIONS, NOTES, TABLES OF STATUTES REPEALED AND SUBJECTS ALTERED, LISTS OF LOCAL AND PERSONAL AND PRIVATE ACTS, AND A COPIOUS INDEX. Edited by JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

The bulk of this volume of statutes is swollen by the consolidating statutes of last year—the Agricultural Holdings Act, the Small Holdings and Allotment Act, the Post Office Act, and the Companies (Consolidation) Act. Other lengthy statutes are the Children Act and the Port of London Act. Apart from these the legislation of last year was not of special importance, the most noteworthy statutes being the Costs in Criminal Cases Act, the Endowed Schools (Masters) Act, the Old Age Pensions Act, the Assizes and Quarter Sessions Act, the Law of Distress Amendment Act, and the Prevention of Crime Act; and a change, slight, but of practical importance, was introduced by the Fatal Accidents (Damages) Act, 1908. The legislation generally does not give much scope for the commentator, but Mr. Cotton has added, as in the case of the last-mentioned statute, careful notes for the purpose of explaining the alterations in the previous law. It is a small matter, but it might have been noted

that the Companies Act, 1908 (c. 12), is repealed by the later Companies (Consolidation) Act (c. 69). The Old Age Pensions Act is usefully supplemented by references to the regulations issued under the Act, and in the consolidating statutes references are added to the repealed sections corresponding to the existing sections. The volume is a convenient collection of last year's statute law.

CASES OF THE WEEK.

Before the Vacation Judge.

TATHAM v. PALACE RESTAURANTS (LIM.). 11th Aug.

COMPANY—INJUNCTION—CALL ON SHARES—APPLICATION TO RESTRAIN.

The court will not restrain a company from making calls on its shares and enforcing them, even in a case where the shareholder has launched an action to try the question as to his liability, for in such action he can, by resisting payment, get the question of liability settled, and so obtain a remedy without having recourse to an injunction.

Motion to restrain the defendants from making a further call on the applicant in respect of shares in the company held by him. The applicant, Mr. Bertram Tatham, had applied for and been allotted 1,200 ordinary and 2,000 preference shares in the defendant company, in respect of which he had paid £320, being one shilling per share on application, and the same on allotment. In his affidavit filed in support of the motion he alleged that he had applied for these shares on the faith of a statement in the prospectus issued by the company, and in the belief that it was true, that the company had been formed to purchase from the British Tea Table Co. (1897) (Limited) as a going concern, certain restaurants and other premises then in the possession of the vendor company, and the right to acquire all or any of certain other of the company's premises. Lists of the premises of both classes followed. He alleged that in an action in the Chancery Division of *Re The British Tea Table Co. (1897) (Limited), Pearce v. The Company*, a contract for the sale of the greater part of the assets of the British Tea Table Company (which included some of the premises contained in the above-mentioned lists) to J.P. Restaurants (Limited) was sanctioned on the 17th of July, 1909, by Eve, J., the defendant company being represented, and the Court of Appeal, on the 29th of July, dismissed an appeal against this order. The applicant alleged that as a result of this order the main object of the defendant company, as set forth in the above prospectus, had become impossible of fulfilment, and that the basis of its existence as therein set out had entirely gone. On the 2nd of July, 1909, the company made a first call of one shilling per share, and the applicant's liability in respect of this call amounted to £160. He issued the writ in the present action on the 26th of July, 1909, which was duly served on the defendants on the same date. On the 30th of July the defendant company commenced an action in the King's Bench Division claiming payment of the above sum of £160 with interest. It was contended on behalf of the applicant that the defendants ought not to be permitted to make or enforce calls on the shares pending the decision of the question raised in the action brought by the applicant in the first instance, as to whether he was properly on the register of shareholders at all, and, consequently, as to whether he was liable for such calls. An action could be brought against the applicant as each call was made, and it was not right that he should be put to the expense of defending such actions. For the defendants attention was drawn to section 24, sub-section 5, of the Judicature Act, 1873, which enacts “No cause or proceeding at any time pending in the High Court, or before the Court of Appeal, shall be restrained by prohibition or injunction,” and it was contended that this was in effect an application to restrain the action in the King's Bench.

HAMILTON, J., said that, even if he had decided to grant the injunction, it would have been without prejudice to the defendants' right to continue their action. But the argument on behalf of the appellant did not convince him that he ought to grant it, and would be more appropriate on an application to stay further proceedings in that or other actions. An injunction was granted where an applicant could not help himself, and had to ask the court to help him. Here he could help himself by refusing to pay, and he would then only be compelled to do so if the court decided that he ought to. Motion refused. COUNSEL, A. B. Nutter and C. J. Mathew. SOLICITORS, *Spyer & Sons; C. W. & S. E. Brown.*

[Reported by W. L. L. BELL, Barrister-at-Law.]

NEW ERA ASSURANCE CORPORATION (LIM.).

COMPANY—TRANSFER OF BUSINESS—PETITION OF THE COMPANY.

An agreement and scheme of arrangement for a transfer of the business of the transferring company to the National Standard Life Assurance Corporation was sanctioned by the court. The form of the order, taken from an order made by Parker, J., in a similar case (unreported), was, “Sanction the transfer of the business owned by the New Era Assurance Corporation (Limited) to the National Standard Assurance Corporation (Limited) on the terms proposed, and sanction the scheme of arrangement so as to make it binding upon the members

and contributories of the transferred company and the liquidator, but without prejudice to the rights of the creditors of the transferred company.—COUNSEL, R. Rowlands; H. C. Wethered. SOLICITOR, F. Harold Edwards.

[Reported by W. I. L. BELL, Barrister-at-Law.]

CASES OF LAST SITTINGS

Court of Appeal.

BRICE v. EDWARD LLOYD (LIM.). No. 2. 21st July.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—ACCIDENT ARISING OUT OF AND IN COURSE OF EMPLOYMENT—WORKMAN TAKING MEAL IN DANGEROUS PLACE—WORKMAN NEEDLESSLY EXPOSING HIMSELF TO RISK—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 1.

An accident to a workman which is caused by his needlessly taking a risk that cannot be fairly said to arise out of his employment is not an accident arising out of his employment so as to entitle him to compensation under the Workmen's Compensation Act, 1906.

This was an appeal from an award of the county court judge of Kent, sitting as an arbitrator under the Workmen's Compensation Act, 1906. The original applicant in the case was the child of a general labourer in the employment of Edward Lloyd (Limited), named George Brice. On the night of the 20th of November, 1906, Brice was on shift duty engaged in cleaning cylinders. There was a tank in the same building about 156 yards from the room in which he was working and in another room above it called the pump room. The tank was raised 5½ feet from the floor, and to get to the top of it a platform was erected, the top of the tank being 2½ feet higher than the platform. There was an aperture in the tank about 23 inches wide, and about 8 feet long, to enable the chief engineer to examine the interior and take the temperature of the water. Only the chief engineer and the chief stoker were authorised to deal with the tank in any way. It would have been the foreman's duty to report to the chief engineer the name of any workman who had climbed on to the tank; and the chief engineer deposed that he would have dismissed any person so reported. At 277 yards from the room in which the deceased was at work the company had provided a well-lighted and well-warmed dining-room, which was kept open for the use of the workmen night as well as day. Though many of the workmen used this dining-room, it was not obligatory on them to do so, and several did not. Those employed on night shifts took their meals when and how they could. On the night in question Brice and others working with him went to the pump room on account of its warmth, and had their suppers on the top of the tank. When Brice had finished his supper, he said he was going back to his work. He got up, walked to the end of the tank, fell into it through the aperture, and thereby sustained injuries resulting in his death. The county court judge was of opinion that, having regard to the decision in *Blovelt v. Sawyer* (1904, 1 K. B. 271), an accident which happened to a man while eating a meal on the premises where he was employed was an accident arising out of and in the course of his employment, and the fact that the place chosen for his meal was one to which he ought not to have gone made no difference, as his choice of place amounted at most to "serious and wilful misconduct," which, under the Workmen's Compensation Act, 1906, was no longer a bar to a claim for compensation where death had resulted from the accident. His honour, accordingly, made an award in favour of the applicant. The employers appealed.

THE COURT (COZENS-HARDY, M.R., and FARWELL and KENNEDY, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R., said that the case had been ably argued on both sides, but after having listened with attention to the arguments, he was driven to the conclusion that the decision of the county court judge could not be supported. In the present case there was no dispute about the facts, and the only question was as to the inference to be drawn from those facts, and in his lordship's opinion the accident arose in the course of, but not out of, the employment. It had been decided that a man might obtain compensation for an accident that took place at a time when he was not actually at work. The case of *Blovelt v. Sawyer* was a good illustration of that proposition, but in his lordship's opinion it did not justify the wide proposition of law that the county court judge thought that it had decided. In that case the workman was a bricklayer employed on the works of the respondents at so much an hour, but the men were privileged, with the knowledge of their employers, to do what was almost inevitably done in such cases: they might get their meals either on the employer's premises or elsewhere. It was, in fact, an implied term of the contract of their employment that they might get their meals on the employer's premises, and what had been called in several of these cases the nexus between the employers and the workmen was not thereby dissolved. At the time when that case was decided the accident had to arise on, in, or about the premises, as well as out of and in the course of employment. It did arise on the premises, and the only question was whether it arose out of and in the course of the employment. The court then decided that the man was entitled to compensation, and his lordship would read a passage from his own judgment which would indicate the view that he took:—"In my view it can make no difference if by the terms of the particular engagement the workman was to have the right, if so minded, to get his dinner on the employer's premises." It would be entirely to misunderstand that decision if it were to be held that a workman had liberty to get meals

on any portion of the employer's premises, however dangerous or unsafe it might be. There was nothing in the case in any way to justify such a contention. Precisely the same remark applied to the case of *Morris v. Mayor of Lambeth* (22 Times L. R. 22). In that case the accident happened, not within the shelter provided for the workmen, but within a shanty within which it was usual for the workmen to sit and take their food. In that case it was held that the shanty, being a usual and accustomed place for them to sit in, it was irrelevant to say that there was another shelter. So in the present case his lordship thought that no importance ought to be attached to the circumstance that a dining-room was provided by the employers if the men were not bound to get their meals there. But it was a very much longer step to hold that if they were not bound to get their meals in the dining-room, they were at liberty to get their meals, as it was put in the course of the argument, in hot weather on the top of the roof, and to climb up there by a ladder, or in colder weather on the top of this hot-water tank, getting there by means which imposed risk on the persons who ventured on such an excursion. (His lordship stated the facts of the present case, and continued.) In those circumstances it did not seem that this was an accident which arose out of the employment. The question of wilful misconduct did not arise at all. If it had been an accident arising out of the employment, it was true that gross negligence was no answer in a case of death, but in the present case the court had not to consider the question of gross negligence, but whether the workman was not needlessly exposing himself to a risk which could not fairly be said to arise out of his employment. The decision of the county court judge was, therefore, in his lordship's opinion, wrong, and the appeal must be allowed.

FARWELL and KENNEDY, L.J.J., also delivered judgment allowing the appeal.—COUNSEL, Frampton; GIBSON. SOLICITORS, *Simsley & Cooke*, for Arnold, Baker, & Day, Rochester; M. & D. Blome Jones, Sheerness.

[Reported by J. I. STIRLING, Barrister-at-Law.]

MASSON TEMPLIER & CO. v. DEFRIES. No. 2. 28th July.

HUSBAND AND WIFE—ARTICLES BOUGHT BY WIFE WITH MONEY SUPPLIED BY HUSBAND—PARAPHERNALIA.

Since the Married Women's Property Act, 1882, articles purchased by a wife for her personal use are *prima facie* her own property, and the fact that the husband supplied the money makes no difference. In no circumstances can there be any question of paraphernalia during the husband's lifetime.

This was an appeal from the decision of a divisional court (Phillimore and Walton, J.J.), which raised a question of general interest as to a wife's property in her own wearing apparel purchased with money given to her for the purpose by her husband. The plaintiffs, the appellants, were a firm of costumiers, who had supplied the defendant, Mrs. De Fries, with dresses and various articles of wearing apparel. In April, 1908, the plaintiffs issued a writ against Mrs. De Fries and her husband for some £66 for the balance of the price of goods sold to her between November, 1903, and April, 1907. Mr. De Fries thereupon informed the plaintiffs that his authority to his wife was only to buy dresses for cash, and as he provided her with sufficient money from time to time to do this, he was not liable either because they were necessities, or because his wife had express authority to pledge his credit. On the 27th of May judgment was obtained against Mrs. De Fries alone, and execution was levied. A seizure being made of some dresses and other articles of wearing apparel in the possession of Mrs. De Fries, Mr. De Fries put in a claim that they belonged to him as paraphernalia. An interpleader summons was thereupon issued to try the question of the ownership of these articles. This interpleader was tried in the Brompton County Court with a jury, and after hearing the evidence and a quotation by the county court judge from the judgment in *Tasker v. Tasker* (1895, P. 1), as to the law on paraphernalia, the jury found with regret that the goods seized were the property of the husband. Leave was subsequently given to appeal to the Divisional Court, and that court came to the conclusion that there was some evidence to justify the finding of the jury, and declined to interfere. The plaintiffs thereupon appealed to the Court of Appeal.

THE COURT (COZENS-HARDY, M.R., and FARWELL and KENNEDY, L.J.J.) allowed the appeal.

COZENS-HARDY, M.R.—This is an interpleader issue, in which the husband is the claimant, and the question is whether certain goods seized by execution creditors, who have obtained judgment in the *Scott v. Morley* (20 Q. B. D. 120) form against the wife, are the property of the husband. In the particulars of his claim the husband states the grounds of his claim to be that the goods and chattels were bought out of moneys provided by him, and that he claims the goods "as being part of the paraphernalia" of his wife. The county court judge asked the jury whether the dresses were given to the wife so as to become her separate property, or only as paraphernalia for her use so long as the husband chose, and he read to the jury passages from the judgment of Sir Francis Jeune in *Tasker v. Tasker*, as to the meaning of paraphernalia. The jury found that the goods were the property of the husband. I should say that the goods seized were dresses and other articles of such a nature as, for the purposes of this judgment, I assume might, after the husband's death, have properly been the subject of the widow's claim to paraphernalia under the old law, although their total value is now small. It seems to me that the introduction of "paraphernalia" was only calculated to puzzle the jury, and to obscure the real issue. There can be no question of paraphernalia during the

husband's life. The observations of Sir Francis Jeune in *Tasker v. Tasker* (*supra*) on the subject of paraphernalia seem to me unsupported by authority, although his decision was perfectly sound. By common law a widow acquired a title to certain goods and chattels which the husband had not disposed of in his lifetime, a right of a very limited and peculiar nature. It was not the result of any bargain between husband and wife, for such a bargain was impossible at common law. The widow could not claim goods as her paraphernalia by reason of any gift from her husband, for such a gift was, at common law, impossible. The goods were the property of the husband, and at his disposal in his lifetime, and liable to be taken in execution by his creditors, or to answer the claims of his creditors after his death. Now, the facts admitted or not in dispute are that these goods, and similar goods, were purchased by the wife for her own wearing apparel by means of money supplied from time to time by the husband for the purpose; that the husband did not interfere in the purchases or exercise any control over her in the matter; that she did what she thought proper, and that if she sold any she would not account to him for the money, but would buy other things for herself or the children, or she would alter the dresses for the children. Under these circumstances, the question left to the jury was, in my opinion, improper, and the only doubt is whether there must be a new trial, or whether the husband's claim can be negatived on the ground that there was no evidence to support the finding of the jury. Upon the whole, I think it is not necessary to order a new trial. Since the Married Women's Property Act, the wife is capable of acquiring and holding goods as her separate property. Money was given to the wife for the very purpose of enabling her to buy these articles of apparel for her own personal wear. She bought them, and the property in them was *prima facie* hers. No evidence was given to rebut this presumption, or to limit or qualify her possessory title. The course of dealing with the articles thus purchased was inconsistent with the idea that the husband ever had, or intended to have, any interest in the goods purchased. If a father makes an allowance to an adult daughter to provide herself with clothes, the clothes when purchased will *prima facie* be the property of the daughter, and it is irrelevant to say that the father found the money. Since the Married Women's Property Act the same principle must apply to a wife and to an adult daughter. I desire to express no opinion upon the question whether a widow, since the Married Women's Property Act, can claim her paraphernalia. I think the decision of the Divisional Court, declining to interfere with the verdict of the jury, cannot be supported, and that the appeal must be allowed, and that judgment must be entered for the appellants with costs in all courts, except so far as the appellants may be prevented from claiming costs as a term of obtaining leave to appeal.

FARWELL and KENNEDY, L.J.J., also delivered judgments, allowing the appeal.—COUNSEL, *Atkin, K.C.*, and *J. D. Crawford*; *S. Moses*. SOLICITORS, *Cohen & Cohen*; *John Hands*.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—King's Bench Division.

Ex parte RINGER. Div. Court. 12th July.

SMALL HOLDINGS—COMPULSORY ACQUISITION OF—ORDER OF COUNTY COUNCIL—CONFIRMATION BY BOARD OF AGRICULTURE AND FISHERIES—APPEAL—SMALL HOLDINGS AND ALLOTMENTS ACT, 1908 (8 ED. 7, c. 36), ss. 7, 39 (3), 41.

An order of a county council for the compulsory acquisition of land under the Small Holdings and Allotments Act, 1908, which has been confirmed by the Board of Agriculture and Fisheries, is final, and has the effect of an Act of Parliament. Certiorari, therefore, will not be granted by the Court of King's Bench to bring up and quash such an order.

This was an application made on behalf of Mr. Ernest Horace Ringer, of Whissonett Hall Farm, Norfolk, for a rule nisi directed to the Norfolk County Council, and calling upon them to shew cause why an order made by them on the 23rd of January, 1909, under the Small Holdings and Allotments Act, 1908, for the compulsory acquisition of certain land of the applicant should not be brought up and quashed. It appeared from the applicant's affidavit that before April, 1908, he was the occupier of Whissonett Hall Farm, a farm of 363 acres of heavy land, and therefore unsuitable for sheep in winter. In April, 1908, he bought the Brick Kiln Farm, a farm of 181 acres, mostly of a light soil, and contiguous to the Whissonett Hall Farm. The farms could be advantageously worked together for sheep. The applicant completed the purchase on the 6th of July, 1908, and he entered on the 11th of October. The applicant on the 8th of October, 1908, bought the Hall Farm from the representatives of his father. He then proceeded to add buildings on the Hall Farm suitable for working the two farms together. The stables and farm buildings that were enlarged would be unnecessarily large for working the Hall Farm only. On the 23rd of January, 1909, the Norfolk County Council made an order under the Small Holdings and Allotments Act, 1908, acquiring compulsorily for the purposes of that Act the whole of the Brick Kiln Farm. The applicant duly gave notice to the Board of Agriculture and Fisheries of

his objection to this order. The Board sent an inspector to Norfolk, and held an inquiry into the matter; the inspector having made his report to the Board, they confirmed the order of the 23rd of January, 1909. The parish of Whissonett contains about 1,334 acres of agricultural land, of which about two-thirds are at present occupied as small holdings. The applicant stated that if further land was required for the purpose of small holdings, there was abundant land in the locality apart from the Brick Kiln Farm, which the council could acquire under the Act. By section 41 (2) of the Small Holdings and Allotments Act, 1908: "A council in making, and the Board in confirming, an order for the compulsory acquisition of land, shall have regard to the extent of land held or occupied in the locality by any owner or tenant, and to the convenience of other property belonging to or occupied by the same owner or tenant, and shall, so far as practicable, avoid taking an undue or inconvenient quantity of land from any one owner or tenant, and for that purpose, where part only of a holding is taken, shall take into consideration the size and character of the existing agricultural buildings not proposed to be taken, which were used in connection with the holding, and the quantity and nature of the land available for occupation therewith, and shall also, so far as practicable, avoid displacing any considerable number of agricultural labourers or others employed on or about the land." By section 39 (3): "An order under this section" (for the compulsory acquisition of land) "shall be of no force unless and until it is confirmed by the Board, and the Board may, subject to the provisions of the First Schedule to this Act, confirm the order either without modification or subject to such modifications as they think fit, and an order when so confirmed shall become final and have effect as if enacted in this Act; and the confirmation by the Board shall be conclusive evidence that the requirements of this Act have been complied with, and that the order has been duly made, and is within the powers of this Act." Counsel for the applicant said that the applicant's affidavit shewed that the county council in compulsorily taking this land had contravened the provisions in sub-section 2 and the other sub-sections of section 41 of the Act. But the question then arose as to whether certiorari could be granted, having regard to section 39 of the Act.

DARLING, J.—This application appears to me to be one which the court has no power to grant. If there were any doubt about the matter it is removed by the terms of section 39 (3) of the Small Holdings and Allotments Act, 1908, which deals with the procedure on the compulsory acquisition of land under this Act. The Norfolk County Council made an order for the compulsory acquisition of this land of the applicant. This order was objected to by the applicant, and after an inquiry the Board of Agriculture and Fisheries confirmed this order. [His lordship then read section 39 (3) of the Act set out (*supra*).] Here, then, is an order of a public Department, with the absolute finality and effect of an Act of Parliament. The words are distinct: "And an order when so confirmed shall become final and have effect as if enacted in this Act." The Court of King's Bench has no power to set aside an Act of Parliament, and by this sub-section it is to have no more power to set aside this order of the county council that has been confirmed by the Board. Here is a public Department put in a position of absolute supremacy, and whatever may be the opinion of the farmers of Norfolk, who ask us for relief, they cannot come to this court for a remedy. We can only say that Parliament enacted only last year that the order of the county council, when confirmed by the Board, shall be no more impeachable than an Act of Parliament. The rule, therefore, must be refused.

JELF, J., delivered judgment to the same effect. Rule refused.—COUNSEL, *J. Brooke Little*. SOLICITORS, *Collyer, Bristow, & Co.*, for *Mills & Reeve*, Norwich.

[Reported by C. G. MORAN, Barrister-at-Law.]

Court of Criminal Appeal.

REX v. McDONELL or McDONALD. 30th July.

CRIMINAL LAW—EVIDENCE—TWO PRISONERS CHARGED JOINTLY—EVIDENCE BY ONE ON BEHALF OF OTHER—"COMPETENT WITNESS FOR THE DEFENCE"—CRIMINAL EVIDENCE ACT, 1898 (61 & 62 VICT. c. 36), s. 1.

Where two prisoners are charged jointly in the same indictment, and one of them gives evidence on behalf of the other, he is a "competent witness for the defence" within the meaning of section 1 of the Criminal Evidence Act, 1898.

This was an appeal from a conviction for stealing a quantity of old iron. The appellant, who was jointly indicted with another person, offered to give evidence on behalf of that other person, and was allowed to do so by Channell, J., who tried the case.

DARLING, J., in delivering the judgment of the court (Lord ALVERSTONE, C.J., DARLING and A. T. LAWRENCE, JJ.), said: This man offered to give evidence, not on his own behalf, but on behalf of the appellant. He said that he had taken the iron with another prisoner, who had pleaded guilty, and two other men, but that the appellant was not one of them. And he said that the appellant was not with him on that day, the 24th of June, at all. Now it is said that this man, who was on his trial with the appellant, ought not to have been allowed to give evidence on behalf of his fellow prisoner, and that he could only give evidence on his own behalf. This man gave

his evidence by virtue of the provision in the Criminal Evidence Act, 1898, that "every person charged with an offence . . . shall be a competent witness for the defence at every stage of the proceedings, whether the person so charged is charged solely or jointly with any other person." Counsel to support his contention must read into the section the words "on his own behalf"; but the words of the section are "Shall be a competent witness for the defence," and the statute proceeds: "Whether the person so charged is charged solely or jointly with any other person." Therefore, where a prisoner is charged jointly with another person he is a competent witness for the defence. For the court to hold otherwise would lead to the serious disadvantage of such a prisoner. Such a witness in giving evidence on his own behalf might necessarily have to give evidence on behalf of his fellow prisoner. And if counsel is right, this evidence might be ruled out as inadmissible. This contention cannot be sustained when we look at the words of the Act of Parliament. The appeal against this conviction, therefore, fails.—COUNSEL, *Brodrick and Bligh*, for the Crown; *Percival Clarke*, for the appellant. SOLICITORS, *The Director of Public Prosecutions; The Registrar of the Court of Criminal Appeal*.

[Reported by C. G. MORAN, Barrister-at-Law.]

REX v. CHITSON. 30th July.

CRIMINAL LAW—EVIDENCE—CROSS-EXAMINATION AS TO ALLEGED PREVIOUS OFFENCE—CRIMINAL EVIDENCE ACT, 1898 (61 & 62 VICT. C. 36), s. 1 (f) (i).

C. was indicted under section 5 of the Criminal Law Amendment Act, 1885, and the prosecutrix gave evidence that at the time the offence was committed C. told her he had had relations with another servant girl before, and that he hoped the prosecutrix would be as loving to him as that girl had been.

Held that C., on giving evidence, could be cross-examined (1) as to whether he had had relations with this other girl, and (2) as to whether this girl was then about fifteen years of age, on the ground that proof that C. had previously committed such an offence (under section 5) would be admissible evidence to show that he was guilty of the offence wherewith he was then charged within the meaning of section 1 (f) (i) of the Criminal Evidence Act, 1898.

A. T. LAWRENCE, J., gave the judgment of the court as follows: In this case the appellant was convicted of having had carnal connection with a girl under the age of sixteen. The evidence against him was amply sufficient to justify the verdict. Counsel has argued that in the cross-examination of the appellant, questions were asked him, and evidence obtained, which were inadmissible on the ground that this evidence was evidence of the appellant's character. I do not think that contention can be sustained. The girl said that at the time this offence was committed the appellant had told her of his relations with another servant girl when he lived at Portsmouth, and that he hoped she would be as loving to him as that girl had been. That was what the girl said in her evidence. The question of whether what he was alleged to have said as to the other servant girl was true was clearly of vital importance in ascertaining the truth of the story told by the prosecutrix. The value of her evidence would be in the ratio of the probability of her ascertaining it or of her inventing it. Questions were asked of the appellant as to whether he had had relations with this other girl, who was alleged by the prosecution to have been at that time about fifteen years of age, and letters from him to her were put to him in cross-examination. The question for us is whether this evidence was admissible. In my opinion it was, as coming within the terms of section 1 (f) (i) of the Criminal Evidence Act, 1898, by which "a person charged and called as a witness in pursuance of this Act shall not be asked, and, if asked, shall not be required to answer, any question tending to show that he has committed or been convicted of or been charged with any offence other than that wherewith he is then charged, or is of bad character, unless (i) the proof that he has committed or been convicted of such other offence is admissible evidence to show that he is guilty of the offence wherewith he is then charged." It is clear that the appellant's cross-examination went to prove that he had had relations with this other servant girl—a fact that tended to show he was guilty of the offence with which he was then charged. For if he had made this statement to the prosecutrix, he was evidently the person who had had connection with her. Counsel said with much ingenuity that this evidence was not "proof" that he had committed another offence; but it was evidence of such a fact, and the section provides that such evidence cannot be given unless the proof would be admissible evidence to show that he was guilty of the offence wherewith he was then charged. The court does not consider that this evidence was admissible as evidence of system, or under the authority of such cases as *Makin v. Attorney-General for New South Wales* (1894, A. C. 97) and *Rex v. Bond* (1906, 2 K. B. 369). We think this evidence was very material in proving the truth of the girl's statement as to what the appellant had said to her, and that the statement, if true, tended to show that he the appellant was guilty of the offence with which he was then charged. The appeal, therefore, will be dismissed.—COUNSEL, *St. Gerrans*, for the Crown; *Du Parcq*, for the appellant. SOLICITORS, *Biscoe-Smith & Blagg*, Portsmouth; *Tapp, Blackmore, & Weston*, for G. H. King & Francheises, Portsmouth.

[Reported by C. G. MORAN, Barrister-at-Law.]

Societies.

The Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 5th inst., Mr. J. E. W. Rider in the chair. The other directors present were:—Mr. S. J. Daw, Mr. F. T. Birdwood, Mr. F. W. Emery, Mr. T. H. Gardiner, Mr. Vallance, Mr. Mark Waters, and the secretary (Mr. E. E. Barron). A sum of £85 was voted for the relief of several widows of London solicitors, one new member was elected, and other general business transacted.

Obituary.

Mr. T. B. Oughton, K.C.

Mr. Thomas Bancroft Oughton, K.C., Attorney-General and Acting Chief Justice of Jamaica, died there on the 9th inst. Mr. Oughton graduated LL.B. at London University in 1886, and was called to the Bar by the Inner Temple in 1887. He became assistant to the Attorney-General of Jamaica in 1894, and afterwards became Solicitor-General and member of the Legislative Council.

Mr. E. L. Cave.

Mr. Edward Lashford Cave, solicitor, of Bromyard, Herefordshire, died suddenly at his residence in that town on the 22nd of July. Mr. Cave was the eldest son of the late Mr. Edward Cave, at one time of Rowden Abbey, and afterwards of Pool Hall, Bromyard. He was born at Rowden Abbey on the 6th of July, 1846. He was educated at the Bromyard Grammar School, and afterwards at St. John's College, Hurstpierpoint, Sussex. Mr. Cave served his articles of clerkship with Messrs. Moore & Romney, of Tewkesbury, and was admitted as solicitor in 1876. After his admission he remained for a short time in the service of Messrs. Moore & Romney, and subsequently became managing clerk with the late Mr. T. Sale, solicitor, of Leominster. On the death of Mr. James Eckley, of Bromyard, in 1878, he purchased his practice and has ever since practised on his own account in Bromyard. In 1879 he was appointed clerk to the Bromyard Board of Guardians and the Union Assessment Committee; in 1894 clerk to the Bromyard Rural District Council; in 1903 to the School Attendance Committee, and in 1895 to the Rural and Urban Joint Isolation Hospital Committee. Mr. Cave had for some years been a member of the Urban District Council and a member of the Bromyard Non-Ecclesiastical Charities. He was a member of the Woolhope Naturalists' Club and also of the Worcester Historical Society.

Legal News.

General.

At Highgate, on the 9th inst., says the *Times*, Sidney Fleming, 26, engineer, of St. Albans-avenue, East Ham, was charged on a warrant (having failed to appear in answer to a summons) with driving a motor-car in excess of the speed limit. Mr. Barker prosecuted. Evidence was given that on the 4th of July the defendant drove along Hampstead-lane at the rate of twenty-five miles an hour. When stopped he pointed to his speedometer, which registered sixteen miles an hour. Mr. Barker said the defendant had been convicted seven times, and as a rule he did not answer to the summonses served on him. He was a driver for the Mercedes Company. Mr. Walter Reynolds asked the defendant if he had anyone to speak for him. The defendant: The cashier is here with the money. The cashier said it was the defendant's duty to test cars before they were sold, and the company considered him a valuable driver. The defendant was fined £25 and costs.

Orders in Council published in the *London Gazette* of the 10th inst. give revised arrangements for the Winter Assizes under the Acts of 1876 and 1877. The following statement gives the counties which are united for the purposes of the assizes, the town in which the sittings will take place, and the sheriff who will have jurisdiction over the assizes:—County No. 1.—Cumberland and Westmorland.—Sittings to be held at Carlisle; the Sheriff of Cumberland to have jurisdiction. County No. 2.—Leicester and Rutland.—Sittings to be held at Leicester; the Sheriff of Leicester to have jurisdiction. County No. 3.—Huntingdon and Cambridge.—Sittings at Chesterton; the Sheriff of Cambridge to have jurisdiction. County No. 4.—Montgomery, Merioneth, Denbigh, and Flint.—Sittings to be held at Ruthin; the Sheriff of Denbigh to have jurisdiction. County No. 5.—Carnarvon and Anglesea.—Sittings to be held at Carnarvon; the Sheriff of Carnarvon to have jurisdiction. County No. 6.—The county and borough of Carmarthen, the county of Pembroke, the town and county of Haverfordwest, and the county of Cardigan.—Sittings to be held at Carmarthen; the Sheriff of the county of Carmarthen to have jurisdiction. County No. 7.—Brecknock and Radnor.—Sittings to be held at Brecon; the Sheriff of Brecknock to have jurisdiction.

Mr. Charles Gould, K.C., says the *Globe*, whose death was announced the other day, once played a conspicuous part in the courts in a non-professional character. While still a junior he questioned the right of Mr. Justice Denman to hear the case of *Malan v. Young* in camera. The action had reference to a public school, and Mr. Gould claimed, as a parent and a member of the public, that he was entitled to attend the trial, and protested strongly against the action of the judge in ordering him to be removed from the court. This was the first precedent in the King's Bench courts for hearing a libel case in camera, and Mr. Justice Denman's exclusion of the public from his court did not go uncriticised in legal circles, but the prevailing opinion now appears to be that a judge has inherent authority to try a case with closed doors if he thinks that the interests of decency require it.

In the House of Commons, on the 4th inst., Mr. Rawlinson (Cambridge University) drew attention to the Court of Criminal Appeal and the hopeless state of chaos that prevailed in the King's Bench Division owing to the extra work thrown on the judges by the passing of the Act. The judges of the King's Bench Division had been taken away from their ordinary work to try appeals, with the result that a block of business had been induced in the King's Bench Division, thereby throwing the hearing of actions in arrears. This was by no means a new question. As early as 1899 Lord Russell of Killowen, in a speech addressed to the Lord Mayor in November, expressed his regret that the Government and the Legislature had not seen their way to give effect to the suggestion of the Bar Council, the Incorporated Law Society, and other bodies, that there should be at least two additional judges. Two years ago the judges were getting more and more unanimous as to the necessity of extra judicial strength, and in July, 1907, the Lord Chancellor moved in the House of Lords for the appointment of another judge, and one further judge was appointed. Then came the passing of the Court of Criminal Appeal Act, and not only did the Attorney-General promise that if the work of the King's Bench Division was adversely affected by it, the Government would appoint fresh judges, but the Lord Chancellor, in the House of Lords, gave, as he contended, a definite pledge to the same effect. He hoped the Government would not shelve this question, which was of vital importance to the business community of the country, but would take steps to remedy what was an admitted grievance. The Attorney-General (Sir W. Robson) said it must be imputed to no want of courtesy if he dealt with the subject with exceptional brevity. The strict limits of debate would not allow him to deal with matters that were not affected by the vote for the expenses of the Court of Appeal and the Railway and Canal Commission, and of course his hon. and learned friend meant more than that; but his lips were almost sealed by the fact that the question was now under the consideration of a Joint Committee of both Houses. It would not be respectful to that Committee for the Government to make any statement indicating their views. Those views might be modified by the result of the inquiry, and therefore he would not now express any general opinion. They would not have long to wait for the report of the Committee, and upon that report it would be the duty of the Government to make up their mind with full consideration of the facts stated with accuracy and completeness by his hon. and learned friend.

Winding-up Notices.

London Gazette.—FRIDAY, AUG. 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHARLES GOTHARD & CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 30, to send their names and addresses, and particulars of their debts or claims, to Augustus Edwards, 63, Coleman st., liquidator.

G. M. WHITALL & CO, LTD—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to Harvey Freen, 17, Basinghall st., liquidator.

GENERAL ELECTRIC SIGN AND ENGINEERING CO, LTD—Creditors are required, on or before Sept 7, to send their names and addresses, and the particulars of their debts or claims, to Edwin Hayes, 28 Basinghall st., liquidator.

MANCHESTER MOTOR GARAGE CO, LTD—Petition for winding up, presented July 31, directed to be heard at Quay st. Manchester, Aug 16, at 10. Corbett & Co, Manchester, for Bransbury, Panteras in, Queen st., London, solicitor for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Aug 14.

NORTHUMBERLAND FARMERS' AUCTION MART CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 23, to send their names and addresses, and the particulars of their debts or claims, to Joseph Longstaff, 31, Mosley st., Newcastle upon Tyne, liquidator. Brumell & Sample, Newcastle upon Tyne, liquidator.

THOMAS PARKER, LTD (IN VOLUNTARY LIQUIDATION FOR THE PURPOSE OF RECONSTRUCTION)—Creditors are required, on or before Aug 28, to send their names and addresses, and particulars of their debts or claims, to William Arthur Nelson, Lichgate, Wolverhampton, liquidator.

VICTORIA CARBIDE AND MOTOR CAR CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Richard Ercyod Clark, Albion st., Hanley, liquidator. Moxon, Hanley, solicitor for the liquidator.

W. SMITH BAILLY & CO, LTD—Petition for winding up, presented July 29, directed to be heard at the County Court, Quay st. Manchester, Aug 16, at 10. Corbett & Co, Manchester, solicitors for the petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Aug 15.

WATKINS MILL CO, LTD—Creditors are required, on or before Sept 8, to send their names and addresses, and the particulars of their debts or claims, to Marchant Birtwistle, 8, Garden st., Manchester, Lancashire, liquidator.

WEST SURREY GAS LIGHT AND COKE CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 6, to send their names and addresses, and particulars of their debts or claims, to Augustus Edwards, 63, Coleman st., liquidator.

London Gazette.—TUESDAY, AUG. 10. JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

ALBANY, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Aug 20, to send their names and addresses, and the particulars of their debts or claims, to Theodore Senior Sheard, 13, Harrington st., Liverpool. Kelly & Co, Liverpool, solicitors for the liquidator.

ANGLO-PARAGUAYAN CO, LTD—Creditors are required, on or before Nov 1, to send their names and addresses, and the particulars of their debts or claims, to Philip Arthur Brown and Ernest Arthur Watts, 80, Finsbury pavement. Dale & Co, Cornhill, solicitors for the liquidators.

BRITISH GOLD MINES OF MEXICO, LTD—Creditors are required, on or before Sept 4, to send their names and addresses, and the particulars of their debts or claims, to George Thomson, 65, London wall, liquidator.

INTERNATIONAL SPRINKLER CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 21, to send their names and addresses, and particulars of their debts or claims, to John Robertson, 4, Broad st. pl. Jeboult, Walbrook, solicitor for the liquidator.

MACINTOSH TYRE CO, LTD—Creditors are required, on or before Sept 10, to send their names and addresses, and the particulars of their debts or claims, to Philip Arthur Birley, Cambridge st., Manchester. Boote & Co, Manchester, solicitors for the liquidator.

RED FURNEL LANE, LTD—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to Trevarion Maurice Symonds, Merchants' Exchange, Bute Docks, Cardiff. Cook, Graecchurth st., solicitor for liquidator.

SINGER & CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept 24, to send their names and addresses, and particulars of their debts or claims, to George Henry Allchurch, of 11, Fort st., Coventry, liquidator.

SOUTH BRITISH TRADING CO, LTD—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Harold John Snowden, 22, Basinghall st. Reed & Reed, Guildhall chambers, solicitors for liquidators.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, AUG. 6.

HARRINGTON IRON AND COAL CO, LTD (Reconstruction)
MOSS BAY HEMATITE IRON AND STEEL CO, LTD (Reconstruction)
WORKINGTON IRON CO, LTD (Reconstruction)
"CORNELIA" STEAMSHIP CO, LTD
SHEFFIELD DRUG CO (CARE CHEMISTS) LTD
EDWIN PRICE & CO, LTD
BROADWELL & ROBINS, LTD
LAVEX, LTD
OAKLEY STREET FOUNDRY (1907), LTD
J. SWAIN, SON, & CO, LTD
SNOWELLS & KATZ, LTD
BRITISH GAS FURNACE AND TOOL WORKS, LTD
QUEEN GOLD DRIPPING CO, LTD
TRENT MATTING CO, LTD
NORTHUMBERLAND FARMERS' AUCTION MART CO, LTD (Reconstruction)
ANGLO-PARAGUAYAN CO, LTD
R. JACOBS & CO, LTD
TRURO SYNDICATE, LTD
WARWICK MOTOR ENGINEERING CO, LTD
R. P. PRICE & CO (LANGPORT), LTD
ANGLO-CLIA PETROLEUM CO, LTD

London Gazette.—TUESDAY, AUG. 10.

BLAND'S, LTD
SAILING SHIP "DONNA JULIA" CO, LTD
COUNTY TRADERS ASSOCIATION, LTD
RAVENS AIT CO, LTD
SINGER & CO, LTD
BRITISH GOLD MINES OF MEXICO, LTD
ALBANY, LTD
DYER & CO, LTD
W. W. DIAMOND SYNDICATE, LTD
STAFFORD MOTOR SERVICE AND SUPPLY CO, LTD
LONDON AND WESTERN AUSTRALIAN EXPLORATION CO, LTD (Reconstruction)
ALDERBURGH INDUSTRIAL CO-OPERATIVE SOCIETY, LTD
NATIONAL MALE NURSES INSTITUTE, LTD
UNITED BUTTER COMPANIES OF FRANCE, LTD
TEMPLE FIRE AND ACCIDENT INSURANCE CORPORATION, LTD
ITALIAN CLUB, LTD
STRATHCLYDE SHIPPING CO, LTD

The Property Mart.

Forthcoming Auction Sales.

August 10—Messrs. H. E. FOSBER & CHAMFIELD, at the Mart, at 2: Absolute Reversions, Life Interest, Policies of Assurance (see advertisement, back page, this week).

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JULY 30.

MAGEE, PATRICE, Newcastle upon Tyne Oct 13 Magee v Magee and Others, Warrington, J. Middleton, Newcastle upon Tyne
POXON, JOHN, Alveston, Derby, Earthenware Manufacturer Sept 15 Poxon v Poxon, Joyce, J. Flint, Derby

London Gazette.—FRIDAY, AUG. 6.

BARNES, CHARLES YATES, Melton Mowbray, Leicester Sept 10 What v Woolerton, Watlington and Parker, JJ. Smyth, Melton Mowbray
HALL, EDITH ELIZABETH HOLBOYD, Melcombe Buxton, Derby Oct 20 Bradbury v Hall, Swinfin Eady and Neville, JJ. Nicholson, Dewsbury

London Gazette.—TUESDAY, AUG. 10.

BILLINGHAM, ELIZA, Quarry Bank, Stafford, Chain Manufacturer Sept 21 Smith and Others v Billingham and Others, Eve, J. Howard, Stourbridge
DERWENT, EUSEBIUS, Middlesbrough, Tugboat and Lighter Owner Sept 25 Dawson v Derwent, Eve, J. Punch, Middlesbrough
LUMBY, REGINALD JOHN ASHLEY, St Stephen's chambers, Telegraph st., Solicitor Oct 1 Howard v Lumby, Eve, J. Lepper, Mark in

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JULY 30.

AUSTIN, JOSEPH MARION, Howick pl. Sept 1 Tennant & Co, Dewsbury
BOOS, WILLIAM, Leeds Aug 28 Wilson, Leeds
BUTLER, SARAH, Over Whitacre, nr. Coleshill Aug 20 Nicholson & Co, Princes st., Storey's gate

CLAYTON, GEORGE, Brockley Aug 30 Ford, Gt James st, Bedford row
 COOPER, HERBERT THOMAS, Purley Aug 28 Honda, London Wall
 CORT-WRIGHT, Sir CORT FRANCIS, Highgate Sept 15 Deacon & Co, Gt St Helens
 COX, ELIZABETH, Sandwich Sept 7 Mowll & Mowll, Dover
 DAY, WILLIAM JOHN, Mark In Oct 1 Smiles & Co, Bedford row
 DIXON, EDWARD, Chester Aug 17 Brown & Co, Chester
 EAGLES, GEORGE, Radway, Warwick, Farmer Aug 14 Wood & Bourne, Southern
 Warwickshire
 EAST, RICHARD DYSON, Bournemouth Aug 14 Barber & Son, St Swin's In
 England, Helen Charlotte, Ryde, I of W Aug 31 Green & Co, Southampton
 FAGG, WILLIAM JOHN, New rd, Whitechapel Aug 30 McCall, Minorities
 FOSTER, JOHN SAMUEL, Southend on Sea Aug 27 Storer, Adelaide pl
 HISCOCK, THOMAS, Hounslow, Builder Sept 15 Woodbridge & Sons, Serjeants' inn,
 Fleet at
 HOMER, WILLIAM, Brixton rd, Shipping Agent Aug 30 Wilkinson & Son, Bermond-
 sey at
 HOBBS, CHRISTIAN, Walthamstow Sept 14 Biddle & Co, Aldermanbury
 HUGGINS, JAMES RALPH, Hildrop cres, Camden rd Sept 1 Tooth & Bloxham,
 Lincoln's inn fields
 KINGDON, WILLIAM MATON, Sheffield Aug 31 Gould & Coombe, Sheffield
 LEBON, CHARLES JOHN, West Bromwich Aug 23 Round, Tipton
 LOWRY, JOHN, Piccadilly, Doctor Sept 1 Gibson & Co, Newcastle on Tyne
 McCALL, DOROTHEA, New Cross Sept 6 Valpy & Co, Lincoln's inn fields
 McINTYRE, AGNES, Nice Aug 31 Campbell & Co, Warwick at, Regent at
 MARKS, JOHN THOMAS, Blackheath, Oilman Aug 31 Janson & Co, College hill
 MATTHEWS, Rev FRANK, Rothney, Isle of Bute Aug 31 Hodgkinson, Chancery in
 MASONER, WILLIAM, Heaton Chapel, Lancs Sept 14 Boote & Co, Manchester
 MILFORD, Rt Hon ANNE JANE, Balmores, Hill st, Berkeley sq Aug 31 Witham & Co,
 Gray's inn sq
 MOSCOP, JOHN, Liverpool Aug 31 Evans & Co, Liverpool
 ONE, MARGARET, Croydon Sept 30 Maples & Co, Frederick's pl, Old Jewry
 PAIR, ARTHUR, Streatham, Pyrotechnist Sept 15 Woodbridge & Sons, Serjeants' inn,
 Fleet at
 FORRITT, ANN, Rochdale Sept 3 Butcher & Barlow, Bury, Lancs
 RAPPERT, MA, Bordeaux Aug 27 Anderson & Sons, Ironmonger in
 ROBINS, PHILIP BRANLIE, Rumeys rd, Stockwell Aug 31 Warburton, Gracechurch at
 SANDERS, THOMAS GEORGE BEVILLE, Hampton Hill Aug 31 Goodman, East Molesey,
 Surrey
 SHAW, WILLIAM, Halifax Aug 28 Smith, Halifax
 SMITH, GEORGE, Eccleshill, Bradford, Tailor Aug 31 Richardson, Bradford
 SMITH, REBECCA BURNHAM, Crondoe rd, Fulham Aug 26 Parr & Butlin, Nottingham
 SMITH, ROBERT HARRY, Moseley, Worcester Sept 9 Ward & Co, King st, Cheapside
 SWANE, CAROLINE, East Redditch, Worcester Sept 9 Browning, Redditch
 SWANWELL, ELYN, Upper Forester st Sept 14 Walker & Co, Theobald's rd,
 Gray's inn
 SYDENHAM, GERALD HARRY, York mans, Earl's Court rd Sept 1 Peacock & Goddard,
 South sq, Gray's inn
 THOMAS, FLOA THEODORA, Haverfordwest Aug 14 Price & Son, Haverfordwest
 TORDOFF, ELLIS WILLIAM, Bradford, Stuff Merchant Aug 12 Maraden, Bradford
 TURNER, EXUPERIUS WESTON, Green, Stafford, Land Agent Sept 7 Armishaw, Rugeley,
 Staffs
 TUTTON, ROBERT, Larkhall, Bath Sept 18 Wilson, Bath
 TWEDDY, GEORGE, Chipping, nr Longridge, Lancs, Brassfounder Aug 30 Finch & Co,
 Preston
 WIGNON, WALTER, Lingfield, Licensed Victualler Aug 7 Head, East Grinstead
 WINDON-CLIVE, the Hon OTHER ROBERT, Hewell Grange, Worcester Aug 31 Nicholl &
 Co, Howard at, Strand
 WINSON, ALBERT GEORGE, Yeovil, Engineer Aug 30 Marsh & Warty, Yeovil
 WRIGHT, MARTHA ANABELLA, Madeira Park, Tunbridge Wells Sept 1 Currie & Co,
 Lincoln's inn fields

London Gazette.—TUESDAY, Aug. 3.
 BAKER, WILLIAM, King's Heath, Worcester Sept 14 Biggby, Birmingham
 BAKER, SARAH MABELINE, Sydney, New South Wales Oct 1 Ellis & Co, Albemarle st
 BATES, JOHN, Cucklington, Somerset, Thatcher Sept 4 Rutter & Rutter, Wincanton
 COX, CHARLES, Hillsboro, Sheffield, Grocer Aug 23 Jackson & Jackson, Sheffield
 COOKE, NATHAN THOMAS, Meopham, Kent Aug 31 Martin, Gravesend
 COOK, JOSEPH, Walsall, Fishmonger Sept 29 Evans, Walsall
 CROOK, CATHERINE FUGION, East Sheen Sept 10 Buxton & Co, Sackville st,
 Piccadilly
 FAWCETT, JOHN DANIEL FERGUSON, Walkington Hall, nr Beverley, Yorks Oct 1 Crust
 & Co, Beverley
 FIELDING, JOHN, Northfield, Worcester Sept 8 Pointon & Evershed, Birmingham
 FOSTER, HENRY, Denholme, nr Bradford, Worsted Spinner Sept 13 Hession & Son,
 Bradford
 GIBBS, WILLIAM, Redmire, Worcester Aug 30 Gartrod, Ledbury
 GILL, STRECHER GEORGE, Ipswich Sept 29 Jackson & Co, Ipswich
 GOVETT, MARIANNE, Richmond Sept 10 Senior & Furbank, Richmond
 HALL, GEORGE, Whitstable, Builder Sept 16 Buxton & Co, Sackville st, Piccadilly
 HAMMOND, HENRY HOLBURN, Sefton Park, Liverpool, Merchant Aug 30 Laces & Co,
 Liverpool
 HAYES, FRANCIS JANE, Margate Sept 1 Hayes, Friday st
 HOLBURN, SANDERS, Barton, Cambridge, Solicitor Sept 16 Buxton & Co, Sackville
 st, Piccadilly
 ILLINGWORTH, SARAH ANN, Harrogate Sept 29 Bevir, Devereux chmbrs, Temple
 JENKINSON, JAMES, Salford, Lancs Sept 29 Diggle & Ogden, Manchester
 MACDONALD, CHARLES, Bowden, Chester Sept 20 Innes, Manchester
 MILLINGTON, WILLIAM, Beeston, Notts, Postmaster Aug 18 Stocker, Nottingham
 MURRAY, CHARLES HENRY JAMES, Marchmont st, Russell sq, Butcher Sept 15
 Burton & Son, Blackfriars rd
 NOTTAGE, WILLIAM WOODWARD, Hoddessdon, Herts Sept 11 Swarder & Longmore,
 Hertford
 NYE, JAMES, Brighton, Practical Brewer Sept 15 Griffith & Co, Brighton
 PRAL, MARY ANN, Ealing Oct 1 Joseph Clark Paul, Ealing
 SKIMMONS, MARY ANN, Plumpton, Sussex Aug 1 Boxall & Kempe, Brighton
 SKINNER, JAMES, Lewisham, Grocer Sept 9 Barber & Co, Queen Victoria st
 STANDING, JOHN, Howick, nr Preston, Warehouseman Sept 4 Clarke & Son, Preston
 SWAYNE, CHRISTIANA MARTHA, Clifton, Bristol Aug 31 Gould & Swayne, Glaston-
 bury
 TALBOT, EDWARD ROINALD JOHN, Rhode Hill, Devon Aug 28 Witham & Co, Gray's
 inn sq
 THOMSON, JANE, New Shoreham, Sussex Aug 31 Boxall & Kempe, Brighton
 THOMSON, FRED, Lonsdale Aug 29 Thompson & Co, Lancaster
 TYRELL, MARY ANN, East Haddon, Northampton Aug 30 Markhams, Northampton
 WALKER, FREDERICK, Halifax, Solicitor Sept 20 Innes, Manchester
 WALKER, JOHN BENNETT, Southport Sept 18 Smith, Southport
 WALKER, JOHN, Pendleton, nr Manchester, Paper Stainer Sept 10 Sutton & Co, Man-
 chester
 WEBS, HENRY, Bury, Lancs, Engineer Sept 7 Butcher & Barlow, Bury, Lancs
 WILKETT, ARCHIBALD EDWARD, Bromley Sept 29 Latier & Willett, Bromley
 WILSON, ELIZABETH, Newcastle upon Tyne Sept 14 Dickinson & Co, Newcastle upon
 Tyne
 YOKALL, FREDERICK EDWARD, Crews Aug 15 Pedley, Crews

London Gazette.—FRIDAY, Aug. 6.
 ATKINSON, JOHN FREDERICK HENRY, Liverpool Oct 6 Banks & Co, Liverpool
 BUTT, ARTHUR, Torquay Sept 4 Maddison & Co, Old Jewry
 BULMAN, THOMAS, Newcastle upon Tyne Sept 3 Dees & Thompson, Newcastle upon
 Tyne
 COLL, ELIZABETH, Raingate Sept 8 Edwards & Wilson, Ramsgate
 CUNDEY, RICHARD, Kelstodge, Ashover, Derby Sept 11 Hony & Hony, Matlock

DRAG, ELIZABETH MARGARET, Oxton, Cheshire Sept 4 Hosking, Liverpool
 DUCKWORTH, HERBERT WILLIAM, Pontefract Sept 8 Robins, Parsons la
 FISH, FREDERICK JACKSON, Ipswich Sept 13 Light & Fulton, Laurence Pountney hill,
 Cannon at
 FISHER, THOMAS BRANHAU, Liverpool, Brassfounder Sept 30 Quinn & Sons, Liver-
 pool
 FRANKLIN, ELLIS ABRAHAM, Porchester ter, Hyde Park Sept 20 Tamplin & Co, Fen-
 church at
 FULLEN, SAMUEL, South Hampstead Sept 6 King, Ironmonger in
 GILL, CHARLES THOMAS, Larkhall, Clapham Sept 6 Duncun, Southampton bldgs
 GREENHALGH, EDWARD, Horwich Oct 1 Holdens & Cannon, Bolton
 GRISSON, MARGARET EMILY, Hyde Park gate Sept 4 Finnis & Cheesher, Grace-
 church at
 HAMILTON, HENRIETTA NEWTON, Bolton gdns, Kensington Sept 15 Janson & Co, College
 hill, Cannon at
 HARDEN, EDWARD, Orington at, Chelsea Sept 13 Gibson & Co, Portugal et bldgs, Lin-
 coln's inn
 HAYES, ROBERT, Ponders End Sept 1 Hamilton & Co, Leighton Buzzard
 HOLMAN, GRACE HARDING, Redditch Salterton, Devon Aug 15 Gould, Exeter
 HOLMESMAN, Sir MAURICE, St James's Palace, KCR, KCVO, ISO Oct 30 Byrne, Surrey at
 JAMES, LYDIA, St Newlyn East, Cornwall Sept 6 Lawry, Plymouth
 LANGLOIS, CHARLES, Ealing Sept 14 Richardson & Co, Golden sq, Regent at
 LEAN, THOMAS, Marazion, Cornwall Sept 5 Hill, Penzance
 MARLOW, JOHN, Liverpool Aug 30 Wright & Co, Liverpool
 MARTIN, BENJAMIN, Gravesend Aug 31 Martin, Gravesend
 MAXWELL, JAMES, Whalley Range, Manchester, Furniture Dealer Sept 21 Barlow
 Manchester
 MORAN, THOMAS, Cowes, I of W, Grocer Sept 15 Damant & Sons, Cowes
 PARKINSON, ELIZABETH, Brighton Sept 20 Stackey & Co, Brighton
 RANDALL, ROBERT, Edmonton, Gas Engineer Sept 30 Savery & Stevens, Fen ct, Fen-
 church at
 RICHARDS, ALFRED, Finsbury circus, Auctioneer Sept 29 E F & H Landon, New
 Broad at
 RICHARDS, WILLIAM EDMUND, Saltburn by the Sea, Iron Founder Sept 1 Hardy,
 Middlesbrough
 ROBERTS, OSWALD PETER, Bury, Lancs, Printer Sept 10 Woodcock & Sons, Bury
 ROBERTS, THOMAS SHERRIFF, Thomas HANLEY SHERRIFF, Bedford Oct 1 Eagleton & Sons,
 Chancery in
 ROBINSON, WILLIAM, Gore rd, South Hackney, Chemist Sept 1 Houghton & Son,
 Finsbury pavement
 ROWE, THOMAS, Rock Ferry, Chester Aug 29 Turner, Liverpool
 SALFORD, The Right Hon WILBRAHAM EARL EGERTON of TATTON and Viscount, Tatton
 Park, nr Knutsford Sept 15 Linards & Hamp, Manchester
 SAVILLE, EDMUND, St Albans Sept 14 Brabant, St Albans
 SHAW, ISABELLA ANNE, Preston, Lancs Sept 3 Shuttleworth & Dallas, Preston
 SMITH, MARY, Gt Malvern, Worcester Sept 4 Davies & Co, Warrington
 SMITH, MARY KATHERINE, Watford Sept 13 Hepburn & Co, Bird in Hand ct, Cheapside
 THORNTON, WILLIAM, Dedham, Essex Sept 29 Notton & Sons, Gt Marlborough st
 TODD, ALFRED GEORGE, Queen's rd, Bayswater, Tailor Sept 7 Rooke & Sons, Lincoln's
 inn fields
 TURNEY, GEORGE, Woburn, Beds, Grocer Sept 17 Smith, Woburn, Beds
 WEBB, THOMAS, Basingstoke Sept 20 Skewes-Cox & Co, Lancaster pl, Strand
 WHITE, WILLIAM, Sale, Chester Aug 28 Ortel, Manchester
 WICKS, HANNAH, Binder rd, Shepherd's Bush Sept 30 Crossman & Co, Thornbury,
 Glos

WILKS, SARAH AUGUSTA, Saltash, Cornwall Sept 20 Buttenshaw, Budge row
 WILSON, ELIZABETH, Newcastle on Tyne Sept 14 Dickinson & Co, Newcastle on Tyne
 WISE, FLORENCE MARY, Metrow, nr Guildford Sept 10 Rodgers & Co, Sheffield
 WOLFENDEN, JESSIE STUART, Eastbourne Aug 28 Beaumont & Son, Gt Winchester st

London Gazette.—TUESDAY, Aug. 10.
 BELSEY, BENJAMIN, Fair Oak, nr Eastleigh, Hants Dec 4 Stewart, Clement's inn
 BENJAMIN, EDWARD Petherton rd, Canonbury Sept 9 Harris, Londenhall st
 BICKLEY, THOMAS, Birmingham, Retail Brewer Sept 6 Cottrell & Son, Birmingham
 BOOTH, HENRY, Woodale, nr Holmfrith, Yorks Sept 1 Sykes & Co, Holmfrith
 BRADDEY, ELIZA, Meadwood, Leeds Oct 1 Dawson & Chapman, Leeds
 BREEDEN, JANE, Dalton in Furness, Lancs Oct 1 Dawson & Chapman, Leeds
 CUNDELL, CHARLES RICHARD, Reading Aug 21 Martin & Martin, Reading
 DARR, WILLIAM EDWARDS, Braintree, Essex Sept 11 Hulbert & Co, Broad at bldgs
 Liverpool at
 DARRICOURT, JOHN, Vauxhall, Birmingham, Coal Merchant Sept 1 Jaques & Sons,
 Birmingham
 ENTWISTLE, SARAH, Darwen, Lancs Sept 4 Costeker & Co, Darwen
 FIELD, LUCY, Hampstead Sept 29 Field & Son, Leamington
 GABER, THOMAS, Sharpness, Glos, Butcher Sept 13 Wovles, Dursley
 HOWARD, MARY, Weymouth Oct 11 Rawle & Co, Bedford row
 JOHNSON, GEORGE HOPKINS, Birmingham, Hampstead, Staffs Sept 21 Pointon & Evershed,
 Birmingham
 JOSEPH, NATHAN SOLOMON, Porchester ter, Hyde Park Sept 27 Tamplin & Co, Fen-
 church at
 KERRICH, ELIZABETH, Lowestoft Oct 12 Cross & Sons, Halesworth, Suffolk
 LILLEY, MARGARET ANN, Wellingborough Aug 31 Lilley, Pancras In, Queen Vic-
 toria at
 McCLEAN, ELLIS, Tunbridge Wells Sept 29 Shanon & Co, Bedford row
 MANS, JAMES EDWARD, Castleford, Yorks, Linen Draper Sept 30 Leatham & Co,
 Castleford
 MARTIN, WILLIAM, Old Charlton, Kent, Labourer Sept 14 Alsop & Co, Liverpool
 MARTIN, WILLIAM, Mansfield Purley, Surrey Sept 6 Kays & Jones, Norfolk at,
 Strand
 MATTINSON, HENRY, Hampton, Westmorland, Farmer Sept 14 Margaret Tuer, 11,
 Brougham at, Penrith
 MOUTRIE, ARTHUR, Beckenham Sept 18 Wells & Sons, Paternoster row
 NEWBOLD, ELIZABETH, Leamington, Warwick Sept 29 H & A Maxfield, Sheffield
 OWEN, EDWARD HENRY, St Leonards on Sea, Sussex Sept 11 Carless, St Leonards on
 Sea
 PLATT, JOHN, Swanlow, nr Over, Chester, Farmer Sept 14 Cooke & Sons, Winsford,
 Cheshire
 RANSOME, NUSAN, Windermere Sept 11 Bowmans, Windermere
 REID, FRANCIS HANNAH, Parkhurst rd, New Southgate Sept 9 McIntyre & Capel Peters,
 Southampton bldgs, Chancery in
 RICHMOND, ALBERT, Hillsborough, Sheffield, Silver Plater Sept 14 Smith & Co,
 Sheffield
 RIDLEY, EVA ANN, Richmond Sept 1 Tempany & Co, Bedford row
 ROBINSON, FLOA ELIZABETH, Kensington gate Sept 30 Drake & Co, Road in
 SMITH, JOSEPH, Blisdon, Staffs, Fishmonger Sept 18 Wassell, Blisdon
 SUNDERSLAND, SOPHIA, Dalton in Furness, Lancs Oct 1 Dawson & Chapman, Leeds
 TAYLOR, SARAH MARIA, Lewisham High rd, St John's Sept 14 S H W & S Paley,
 Finsbury sq
 THOMAS, JOHN, Pontypool Sept 21 Bowen, Pontypool
 TITCHMARSH, EMMA, Fressingfield, Suffolk Sept 9 Marchant and Co, Broadway, Deptford
 TODD, ANNE, Earl's ct sq Sept 8 Arnold & Son, Birmingham
 UNDERWOOD, HENRY, Eastbourne Sept 10 Oldman & Co, Harcourt bldgs, Temple
 WELLS, ELIZABETH, Tunbridge Wells Sept 11 Dixon & Co, Lancaster pl, strand
 WILLIAMS, MARY JANE, Los Angeles, California, U S A Sept 15 Taylor & Dard,
 Blisdon
 WISE, WILLIAM, Midsummer Norton, Somerset, Corn Dealer Sept 6 Norton & Wilson,
 Wells, Somerset
 WITHELL, WILLIAM EDWIN, Preston, Lancs, Architect Sept 1 Buck & Dickson,
 Preston
 YOUNG, MATILDA, Hurst Green, Surrey Sept 16 Delacombe & Wheeler, Oxted, Surrey

Bankruptcy Notices.

London Gazette.—Friday, Aug. 6.

RECEIVING ORDERS.

ABRAMS, ALBERT, Northampton, Tailor and Outfitter Northampton Pet July 29 Ord July 29
BARNES, JOSEPH, and WALTER TOLLEY, Stoke Pound, Worcester, Bakers Worcester Pet July 29 Ord July 29
BRADDER, SAGAR, Roundhay, Leeds, School Inspector Leeds Pet July 31 Ord July 31
BRACEY, MOSES, Hall Bottom Farm, Stokenchurch, Bucks, Farmer Aylesbury Pet July 17 Ord Aug 3
CAMPEY, ROBERT, Beverley, Yorks, Painter Kingston upon Hull Pet July 19 Ord Aug 4
CARLTON, JOHN, Tunbridge Wells, Builder Tunbridge Wells Pet July 22 Ord Aug 4
CARRICK, JOHN JOSEPH, Blackhill, Durham, Medical Herbalist Newcastle on Tyne Pet Aug 4 Ord Aug 4
CARTER, RALPH JOHN, Nuneaton, Boot Dealer Coventry Pet July 12 Ord July 30
COWARD, DYSON, Barrow in Furness, Grocer Barrow in Furness Ord Aug 3
DAVEY, FREDERICK ASHFORD SEYMOUR, Gloucester, Clerk Gloucester Pet Aug 4 Ord Aug 4
DEWY, WILLIAM EPHRAIM, Radford rd, Lewisham, Civil Servant High Court Pet July 31 Ord July 31
FOXLEY, JESSE, Great Grimsby, Tailor Great Grimsby Pet July 27 Ord July 30
GOTTLIFFE, ISAAC, Leeds, Leather Merchant Leeds Pet July 30 Ord July 30
GRIFFITHS, DAVID LLOYD, Resolven, Glam, Labourer North and Aberystwyth Pet Aug 4 Ord Aug 4
HART, JUDAH, Hackney rd, Upholsterer High Court Pet Aug 3 Ord Aug 3
HAYTON, WILLIAM, Troutbeck, Westmorland, Joiner Kendal Pet July 31 Ord July 31
HOULT, ALFRED EDWARD, Richmond, Umbrella Maker Wandsworth Pet July 29 Ord July 29
JACOBS, LOUIS, Newcastle on Tyne, Cabinetmaker Newcastle on Tyne Pet July 22 Ord Aug 4
JEFFRIES, JOSEPH WILLIAM, Hanham, Glos, Butcher Bristol Pet Aug 3 Ord Aug 3
JOHN, WILLIAM, and THOMAS JOHN, Cae Ucha, Llanbadwrn Angley, Farmers Bangor Pet July 30 Ord July 30
KESTVEN, EDWIN, Larkhall In, Clapham, Licensed Victualler High Court Pet June 22 Ord Aug 4
LAKLEY, FREDERICK CHARLES, Gillingham, Kent, Builder Rochester Pet Aug 3 Ord Aug 3
MARSHALL, FREDERICK, Bradford York Pet Aug 3 Ord Aug 3
MARTIN, JOHN, Newcastle on Tyne, Cabinetmaker Newcastle on Tyne Pet July 31 Ord July 31
MOLLAND, JOHN, Exeter, Tailor Exeter Pet July 28 Ord July 28
NICHOLLS, JOSEPH, Lostwithiel, Cornwall, Stonemason Truro Pet Aug 4 Ord Aug 4
NUSS, WILLIAM, Ilfracombe, Harness Maker Barnstaple Pet July 31 Ord July 31
SHEPSTONE, STANLEY, Amner rd, Clapham Common, Dealer in Motor Accessories Wandsworth Pet July 9 Ord July 29
SMALL, THOMAS ROBERT, Wrexton, Durham, Ale Merchant Newcastle on Tyne Pet July 31 Ord July 31
STEELE, JOSEPH, Manchester, Manufacturer of Coloured Goods Manchester Pet July 27 Ord Aug 3
STEELE, WILLIAM JAMES, Irvington, Leominster, Blacksmith Leominster Pet July 31 Ord July 31
THORNTON, FRED, Gloucester pl, Portman sq, Traveller High Court Pet July 8 Ord July 29
WATSON, CHARLES EDWARD, Beccles, Suffolk, Hairdresser Gt Yarmouth Pet Aug 3 Ord Aug 3
WATSON, WILLIAM, Altrincham, Chester, Builder Manchester Pet July 30 Ord July 30
WILLIAMS, JOHN, Pontypriid, Glam, Outfitter Pontypriid Pet Aug 3 Ord Aug 3
WILLIAMS, WILLIAM, Bethesda, Carnarvon, Quarryman Bangor Pet July 31 Ord July 31
WOOD, THOMAS, Chadderton, Oldham, Coal Dealer Oldham Pet July 24 Ord Aug 4
WOOLL, GEORGE NEEPI, Terrington St Clement, Norfolk, Gardener King's Lynn Pet Aug 3 Aug 3

FIRST MEETINGS.

AITKEN, ALEXANDER, Lewisham High rd, New Cross, Costumer Aug 16 at 11.30 132, York rd, Westminster Bridge
BANNER, JOSEPH, and WALTER TOLLEY, Stoke Pound, Bakers Aug 16 at 12 Off Rec, 11, Copenhagen st, Worcester
BRADDER, SAGAR, Roundhay, Leeds, School Inspector Aug 16 at 12 Off Rec, 24, Bond st, Leeds
BRIDGMONT, JOHN WILLIAM, Barnsley, Herbalist Aug 17 at 10.30 Off Rec, 7, Regent st, Barnsley
BELL, ALFRED JOHN, Swindon, Builder Aug 18 at 11 Off Rec, 38, Regent circus, Swindon
CLAYTON, RIMMON, jud, Lancaster, Cycle Manufacturer Aug 17 at 11 Off Rec, 13, Winkley st, Preston
DEWY, WILLIAM EPHRAIM, Radford rd, Lewisham, Civil Servant Aug 17 at 11 Bankruptcy bldgs, Carey st
GENDER, ALICE, Lincoln's inn fields, Wine Merchant Aug 17 at 11 Bankruptcy bldgs, Carey st
GOTTLIFFE, ISAAC, Leeds, Leather Merchant Aug 16 at 11 Off Rec, 24, Bond st, Leeds
GOTTSTEIN, H H, Queen Victoria st, Advertising Agent Aug 16 at 11 Bankruptcy bldgs, Carey st
HART, JUDAH, Hackney rd, Upholsterer Aug 18 at 12 Bankruptcy bldgs, Carey st
HAYWOOD, JOSEPH, Worthing, Solicitor Aug 14 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
HENDERSON, WILLIAM GEORGE, Carlisle, Draper Aug 16 at 11 34, Fisher st, Carlisle
JACKSON, EDWIN GEORGE, Oxford ter, Hyde pk, Provision Salesman Aug 17 at 12 Bankruptcy bldgs, Carey st
LEICESTER, R A H, Market Rasen, Lincs Sept 11 at 11 Caps Hotel, Colchester
LIDDLE, JOSEPH EDWARD, Hayring, Alston with Garrigill, Cumberland, Farmer Aug 18 at 11 34, Fisher st, Carlisle
MARSHALL, FREDERICK, Bradford Aug 17, at 3 Off Rec, The Red House, Duncombe pl, York
MARTIN, JOHN, Gosforth, Northumberland, Cabinetmaker Aug 14 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
MOLLAND, JOHN, Exeter, Tailor Aug 19 at 10.30 Off Rec, 9, Bedford circus, Exeter
OBERWIND, E T, Hamilton pl, Piccadilly Aug 16 at 1 Bankruptcy bldgs, Carey st
PEAKE, HENRI MARSDON, Mumbles, Glam, Stationer Aug 14 at 10.45 Off Rec, Government bldgs, Swansea
ROBINSON, CHARLES, Darlington, Coal Dealer Aug 16 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesborough
SIMPSON, GEORGE, Wivenhoe, Essex, Tailor Aug 18 at 11 Off Rec, 36, Fines st, Ipswich
SMALL, THOMAS ROBERT, Wrexton, Durham, Ale Merchant Aug 14 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
STEELE, WILLIAM JAMES, Irvington, Leominster, Hereford, Blacksmith Aug 17 at 10 4, Corn sq, Leominster
SWALLOW, JOHN, St Helens, Lancs, Engineer Aug 19 at 2.30 Off Rec, 35, Victoria st, Liverpool
TARRANT, SAMUEL, Swindon, Refreshment House Keeper Aug 18 at 10.30 Off Rec, 38, Regent circus, Swindon
THORNTON, FRED, Gloucester pl, Portman sq, Traveller Aug 16 at 11 Bankruptcy bldgs, Carey st
WILLIAMS, JOHN, Pontypriid, Outfitter Aug 17 at 11 Off Rec, Post Office chmbrs, Taff st, Pontypriid
WILLIAMS, WILLIAM JAMES, Ashbourne, Derby, Saddler Aug 14 at 12 Off Rec, 47, Full st, Derby
WILLIAMSON, SAMUEL, Stanfree, nr Shuttlewood, Derby, Labourer Aug 14 at 11.30 47, Full st, Derby

ADJUDICATIONS.

ABRAMS, ALBERT, Northampton, Tailor Northampton Pet July 29 Ord July 29
ACKROYD, WILLIAM, Heckmondwike, Yorks, Rug Manufacturer Dewsbury Pet July 13 Ord Aug 4
AZHAYOURIAN, KRIKOR, Manchester, Shipper Manchester Pet July 2 Ord July 29
BANNER, JOSEPH, and WALTER TOLLEY, Stoke Pound, Worcester, Bakers Worcester Pet July 29 Ord July 29
BARCLAY, HENRY JAMES, Silverdale, Sydenham Greenwich Pet Dec 16 Ord July 27
BRADDER, SAGAR, Roundhay, Leeds, School Inspector Leeds Pet July 31 Ord Aug 4
CARRICK, JOHN JOSEPH, Blackhill, Durham, Medical Herbalist Newcastle on Tyne Pet Aug 4 Ord Aug 4

DAVEY, FREDERICK ASHFORD SEYMOUR, Gloucester, Clerk Gloucester Pet Aug 4 Ord Aug 4
DEWY, WILLIAM EPHRAIM, Radford rd, Lewisham, Civil Servant High Court Pet July 31 Ord July 31
FOXLEY, JESSE, Great Grimsby, Tailor Great Grimsby Pet July 27 Ord July 31
FRAGIS, PEROT JAMES, Carlton gdns, Herne Hill, Colonial Merchant High Court Pet June 2 Ord Aug 4
GOTTLIFFE, ISAAC, Leeds, Leather Merchant Leeds Pet July 30 Ord July 30
GRIFFITHS, DAVID LLOYD, Resolven, Glam, Labourer North Pet Aug 4 Ord Aug 4
HART, JUDAH, Hackney rd, Upholsterer High Court Pet Aug 3 Ord Aug 3
HAYTON, WILLIAM, Troutbeck, Westmorland, Joiner Kendal Pet July 31 Ord July 31
HOULT, ALFRED EDWARD, Richmond, Umbrella Maker Wandsworth Pet July 29 Ord July 29
JEFFRIES, JOSEPH WILLIAM, Hanham, Glos, Butcher Bristol Pet Aug 3 Ord Aug 3
LAKLEY, FREDERICK CHARLES, Gillingham, Kent, Builder Rochester Pet Aug 3 Ord Aug 3
MARSHALL, FREDERICK, Bradford York Pet Aug 3 Ord Aug 3
MARTIN, JOHN, Gosforth, Northumberland, Cabinet Maker Newcastle on Tyne Pet July 31 Ord July 31
MOLLAND, JOHN, Exeter, Tailor Exeter Pet July 28 Ord July 28
NICHOLLS, JOSEPH, Lostwithiel, Cornwall, Stonemason Truro Pet Aug 4 Ord Aug 4
NUSS, WILLIAM, Ilfracombe, Harness Maker Barnstaple Pet July 31 Ord July 31
SHEPSTONE, STANLEY, Amner rd, Clapham Common, Dealer in Motor Accessories Wandsworth Pet July 9 Ord Aug 3
SMALL, THOMAS ROBERT, Wrexton, Durham, Ale Merchant Newcastle on Tyne Pet July 31 Ord July 31
SOUTH, WILLIAM HENRY MASTERS, Ashford, Kent, Builder Canterbury Pet July 12 Ord July 31
SPURR, JOSEPH EDWARD, York, Greengrocer York Pet July 30 Ord July 30
STEELE, WILLIAM JAMES, Irvington Green, Irvington, Leominster, Blacksmith Leominster Pet July 31 Ord July 31
WATSON, CHARLES EDWARD, Beccles, Suffolk, Hairdresser Great Yarmouth Pet Aug 3 Ord Aug 3
WATSON, WILLIAM, Altrincham, Chester, Builder Manchester Pet July 30 Ord July 30
WILLIAMS, JOHN, Pontypriid, Glam, Outfitter Pontypriid Pet Aug 3 Ord Aug 3
WILLIAMS, WILLIAM, Bethesda, Carnarvon, Quarryman Bangor Pet July 31 Ord July 31
WOOLL, GEORGE NEEPI, Terrington St Clement, Norfolk, Gardener King's Lynn Pet Aug 3 Ord Aug 3

ADJUDICATION ANNULLED.

WILLIAMS, RICHARD, Tranch, Pontypool, Grocer Newport, Mon. Adjud April 18, 1905 Annual July 16, 1909

London Gazette.—Tuesday, Aug. 10.

RECEIVING ORDERS.

BAKERIDGE, ROBERT, jud, Stockton on Tees, Builder Stockton on Tees Pet Aug 4 Ord Aug 4
BANNETT, ALBERT, Wolverhampton, Motor Wind Shield Manufacturer Wolverhampton Pet July 21 Ord Aug 5
BREWSTER, CYRIL THEODORE, Wolverhampton, Corn Merchant Wolverhampton Pet July 21 Ord Aug 5
CAIN, F W, Luton, Tobacco Dealer Luton Pet July 15 Ord Aug 5
CARTER, LOUIS, Derby, Tailor Derby Pet July 27 Pet Aug 6
CHARLTON, LEONARD, Tunbridge Wells, Landscape Gardener Tunbridge Wells Pet June 21 Ord Aug 5
CHISSICK, HYMAN, Tredegar sq, Bow, Property Dealer High Court Pet July 19 Ord Aug 9
COX, WILLIAM, Grantham, Painter Nottingham Pet Aug 5 Ord Aug 5
CRAGG, WILFRED, Halifax, Confectioner Halifax Pet Aug 6 Ord Aug 6
DAVIS, ABRAHAM, Goldsmith av, East Ham, Essex, Provision Merchant High Court Pet Aug 5 Ord Aug 5
EDWARDS, FREDERICK, Aberfan, Merthyr Tydfi, Colliery Repairer Merthyr Tydfi Pet Aug 6 Ord Aug 6
ELLARD, ARTHUR, Rushden, Northampton, Boot Manufacturer Northampton Pet May 27 Ord July 8

THE LICENSEES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

EVANS, JOHN THOMAS, Treorchy, Glam, Grocer Pontypridd Pet Aug 5 Ord Aug 5
 EVANS, RUFUS, Llanelly, Carmarthen, Builder Carmarthen Pet Aug 7 Ord Aug 7
 FENNEL, WILLIAM, Frome, Somerset, Commercial Traveller Frome Pet Aug 7 Ord Aug 7
 FITCH, WILLIAM, Ilford, Coal Merchant High Court Pet Aug 7 Ord Aug 7
 GRAHAM, SAM, Pentwynmawr, Pontllanfraith, Mon, Collier Newport, Mon Pet Aug 3 Ord Aug 3
 HALL, ARTHUR HESKETH, Boscombe, Draper Poole Pet Aug 9 Ord Aug 9
 HARRY, HENRY HARRIS CRIOL, Dover st, Piccadilly High Court Pet June 19 Ord Aug 6
 HIBBERT, LESLIE, Maida Vale Exeter Pet Aug 6 Ord Aug 6
 HORFELD, BERTHOLD, Birmingham, Manufacturer's Agent Birmingham Pet Aug 5 Ord Aug 5
 HOLDGATE, HUMPHREY, Leytonstone, Commission Agent High Court Pet June 10 Ord July 31
 IDIENS, JOHN, Blandford sq High Court Pet Aug 6 Ord Aug 6
 JONES, GEORGE, and ELIZABETH DAVIES, Headbrook, Kingston, Hereford, Coach Builders Leominster Pet Aug 6 Ord Aug 6
 JONES, THOMAS DAVID, Minyrafon, Glanamman, Carmarthen, Colliery Proprietor Carmarthen Pet July 21 Ord Aug 4
 KOSBICK, LOUIS, Newcastle on Tyne, Picture Frame Maker Newcastle on Tyne Pet Aug 7 Ord Aug 7
 MYERS, MAURICE, Bradford, Incandescent Mantle Dealer Bradford Pet Aug 6 Ord Aug 6
 NEGUS, EDWARD, Nadnall, Salop, Tailor Shrewsbury Pet Aug 5 Ord Aug 5
 OWEN, WILLIAM HENRY, Kyte, nr Tenbury, Worcester, Farmer Kidderminster Pet Aug 5 Ord Aug 5
 PAGE, WILLIAM, Hartlepool, Painter Sunderland Pet July 27 Ord Aug 6
 PAGE, CHARLES STANMORE, Aldershot Guildford Pet Aug 4 Ord Aug 4
 PALFREMAN, JOHN JAMES, Stockton on Tees Stockton on Tees Pet Aug 5 Ord Aug 5
 PRICE, WILLIAM, Upper Norwood, Tobaccoist Croydon Pet Aug 5 Ord Aug 5
 ROBINSON, THOMAS, Newport, Shoe Repairer Newport, Mon Pet Aug 7 Ord Aug 7
 SEVERNS, JOHN THOMAS, Bedale, Yorks, Farmer Northallerton Pet Aug 4 Ord Aug 4
 SHERMAN, EDWARD, Ardene rd, Brixton hill, Turf Commission Agent High Court Pet April 28 Ord Aug 5
 SHINALKOFF, HYAM ABRAM, Station bldgs, South Kensington, Trunk Maker High Court Pet July 15 Ord Aug 5
 SMITH, JOSEPH HENRY, Wolverhampton, Tailor Wolverhampton Pet Aug 5 Ord Aug 5
 STEPHENSON, ELLER, Wakefield, Hotel Keeper Wakefield Pet Aug 5 Ord Aug 5
 VICKERS, CHARLES ISAAC, Lincoln, Fruitier Lincoln Pet Aug 7 Ord Aug 7
 WALDON, JOHN WOODWARD, Sheffield, Warehouseman Sheffield Pet Aug 5 Ord Aug 5
 WHEELER, WILLIAM, Colwell, Totland, I of W, Builder Newport and Ryde Pet Aug 3 Ord Aug 3
 WHITING, JOHN WILLIAM, Sawtry, Yorks, Builder Sheffield Pet Aug 5 Ord Aug 5

FIRST MEETINGS.

ABRAMS, ALBERT, Northampton, Tailor Aug 18 at 12 Off Rec, Bridge st, Northampton
 BARNFORTH, SAMUEL THOMAS, Bramley, nr Rotherham, Yorks, Grocer Aug 19 at 12.30 Off Rec, Figtree ln, Sheffield
 BULL, JOHN, Cheriton, Kent, Grocer Aug 18 at 11.30 Off Rec, 26, Baldwin st, Bristol
 CARRICK, JOHN JOSEPH, Blackhill, Durham, Medical Herbalist Aug 18 at 12 Off Rec, 30, Mooley st, Newcastle on Tyne
 CRAIG, WILFRED, Mount Pleasant, Halifax, Confectioner Aug 18 at 10.45 County Court, Prescott st, Halifax
 DAVIS, AARON, Goldsmith at, East Ham, Provision Merchant Aug 18 at 11 Bankruptcy bldgs, Carey st
 EVANS, JOHN THOMAS, Treorchy, Glam, Grocer Aug 19 at 11 Off Rec, Post Office chmbrs, Taft st, Pontypridd
 FITCH, WILLIAM, Ilford, Coal Merchant Aug 19 at 11 Bankruptcy bldgs, Carey st
 FLOODS, WILLIAM JOHN, Woolston, North Cadbury, Somerset, Insurance Agent Aug 18 at 12.45 Off Rec, City chmbrs, Catherine st, Salisbury
 FOXLEY, JESSE, Great Grimsby, Tailor Aug 18 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
 HALL, ARTHUR HESKETH, Boscombe, Hants, Draper Aug 19 at 3 Off Rec, Midland Bank chmbrs, High st, Southampton
 HAMER, WILLIAM DOWLING, and WILLIAM LUCIUS, Salford, Cycle Dealers Aug 18 at 5.30 Off Rec, Byrom st, Manchester
 HANDY, HENRY HARRIS CRIOL, Dover st, Piccadilly Aug 20 at 12 Bankruptcy bldgs, Carey st
 HARGREAVES, LORD, Coventry, Schoolmaster Aug 18 at 11 Off Rec, 8, High st, Coventry
 HIBBERT, GEORGE FREDERICK, Barnstaple, Captain Aug 19 at 3.15 94, High st, Barnstaple
 HOLDGATE, HUMPHREY, Leytonstone, Commission Agent Aug 18 at 11 Bankruptcy bldgs, Carey st
 IDIENS, JOHN, Blandford sq Aug 20 at 11 Bankruptcy bldgs, Carey st
 JACOBS, LOUIS, Newcastle on Tyne, Cabinet Maker Aug 18 at 11 Off Rec, 30, Mooley st, Newcastle on Tyne
 JEFFRIES, JOSEPH WILLIAM, Hauxton, Glou, Butcher Aug 18 at 11.45 Off Rec, 26, Baldwin st, Bristol
 JONES, ROBERT, Rallt, Llanfihangel te beird, Anglesey, Farmer Aug 20 at 3 Bull Hotel, Llangefni
 JONES, WILLIAM, and THOMAS JONES, Cae Ucha, Llanedwn, Anglesey, Farmers Aug 20 at 2.30 Bull Hotel, Llangefni
 KESTEVEN, EDWIN, Larkhall ln, Clapham, Licensed Victualler Aug 19 at 12 Bankruptcy bldgs, Carey st
 LAGLEY, FREDERICK CHARLES, Gillingham, Kent, Builder Aug 20 at 3 115, High st, Rochester

LIFE INTERESTS AND REVERSIONS

(Absolute or Contingent)

PURCHASED.

Good prices given for approved Securities.

LOANS GRANTED

Upon Security of Life Interests, Reversions, &c.

MORTGAGES

Upon first-class business or residential property considered.

BUSINESS CARRIED THROUGH WITHOUT DELAY.

STAR LIFE ASSURANCE SOCIETY,

32, Moorgate Street, E.C.
 J. DOUGLAS WATSON, F.I.A., Manager and Actuary.

Assets:
 £6,500,000

Proposal Forms
 or
 application.

LIDGETT, GEORGE, Parkgate, nr Rotherham, Yorks, General Dealer Aug 19 at 12 Off Rec, Figtree ln, Sheffield
 LYNN, JOHN WELLESLEY, Bedford Park, Actor Entertainer Aug 19 at 12 14, Bedford row
 MYERS, MAURICE, Bradford, Incandescent Mantle Dealer Aug 19 at 11 Off Rec, 12, Duke st, Bradford
 NEGUS, EDWARD, Nadnall, Tailor Aug 24 at 10 Off Rec, 22, Swan hill, Shrewsbury
 NICHOLLS, JOSEPH, Lostwithiel, Cornwall, Stonemason Aug 18 at 12 Off Rec, Old Miners Bank, Truro
 NUNN, WILLIAM, Ilfracombe, Harness Maker Aug 19 at 3.15 94, High st, Barnstaple
 PAGE, CHARLES STANMORE, Eggar's Hill, Aldershot Aug 18 at 11.30 182, York rd, Westminster Bridge
 PRICE, WILLIAM, Church rd, Upper Norwood, Tobaccoist Aug 18 at 12 132, York rd, Westminster Bridge
 RADFORD, ARTHUR JAMES, Cambridge, Agent Aug 20 at 11 Off Rec, 5, Petty Cury, Cambridge
 SEVERNS, JOHN THOMAS, Bedale, Yorks, Farmer Aug 19 at 11 Off Rec, Court chmbrs, Albert rd, Middlesbrough
 SHERMAN, EDWARD, Ardene rd, Brixton Hill, Turf Commission Agent Aug 18 at 12 Bankruptcy bldgs, Carey st
 SHINALKOFF, HYAM ABRAM, Station bldgs, South Kensington, Trunk Maker Aug 19 at 12 Bankruptcy bldgs, Carey st
 STEEL, JOSEPH, Manchester, Manufacturer of Coloured Goods Aug 19 at 3 Off Rec, Byrom st, Manchester
 STEPHENSON, ELLER, Wakefield, Hotel Keeper Aug 19 at 11 Off Rec, 6, Bold ter, Wakefield
 WAIS, RICHARD JOSHUA, Derby, Gent's Outfitter Aug 13 at 11 Off Rec, 47, Full st, Derby
 WATSON, WILLIAM, Altrincham, Builder Aug 19 at 2.30 Off Rec, Byrom st, Manchester
 WOOD, THOMAS, Chadderton, Oldham, Coal Dealer Aug 19 at 11 Off Rec, Greaves st, Oldham
 WOOLL, GEORGE NEPHI, Terrington St Clement, Gardener Aug 19 at 12.30 Court House, King's Lynn

ADJUDICATIONS.

BAINBRIDGE, ROBERT, jun, Stockton on Tees, Builder Stockton on Tees Pet Aug 4 Ord Aug 4
 BARNETT, ALBERT, Wolverhampton, Motor Wind Shield Manufacturer Wolverhampton Pet July 21 Ord Aug 6
 BISHOP, GEORGE HARRY, Wimbledon, Doctor Kingston, Surrey Pet April 2 Ord June 24
 BREWSTER, CYRIL THEODORE, Wolverhampton, Corn Merchant Wolverhampton Pet July 21 Ord Aug 7
 BULL, JOHN, Cheriton, Kent, Grocer Frome Pet June 21 Ord Aug 6
 BURROWS, THOMAS, Leeds Bradford Pet July 6 Ord Aug 5
 CALVERT, LOUIS, Derby, Tailor Derby Pet July 27 Ord Aug 6
 CAMPY, ROBERT, Beverley, York, Painter Kingston upon Hull Pet July 19 Ord Aug 6
 CABLEY, JOHN, Tunbridge Wells, Builders Tunbridge Wells Pet July 23 Ord Aug 6
 COX, WILLIAM, Grantham, Painter Nottingham Pet Aug 5 Ord Aug 5
 CRAIG, WILFRED, Halifax, Confectioner Halifax Pet Aug 6 Ord Aug 6
 DAVIS, AARON, East Ham, Essex, Provision Merchant High Court Pet Aug 5 Ord Aug 5
 EDWARDS, FREDERICK, Aberfan, Merthyr Tydfil, Colliery Repairer Merthyr Tydfil Pet Aug 6 Ord Aug 6
 EVANS, JOHN THOMAS, Treorchy, Glam, Grocer Pontypridd Pet Aug 5 Ord Aug 5
 EVANS, RUFUS, Llanelly, Carmarthen, Builder Carmarthen Pet Aug 7 Ord Aug 7

FENNEL, WILLIAM, Frome, Somerset, Commercial Traveller Frome Pet Aug 7 Ord Aug 7
 FITCH, WILLIAM, Manor Park, Essex, Coal Merchant High Court Pet Aug 7 Ord Aug 7
 FOSTER, RAPERT HENRY, Denham, Cosham, Hants, Green Portsmouth Pet July 27 Ord Aug 5
 GRAHAM, SAM, Pentwynmawr, Pontllanfraith, Mon, Collier Newport, Mon Pet Aug 3 Ord Aug 3
 HIBBERT, LESLIE, Northwick ter, Maida Vale Exeter Pet Aug 6 Ord Aug 6
 HORFELD, BERTHOLD, Birmingham, Manufacturer's Agent Birmingham Pet Aug 5 Ord Aug 5
 JONES, WILLIAM, and THOMAS JONES, Cae Ucha, Llanedwn, Anglesey, Farmers Bangor Pet July 30 Ord Aug 5
 KINERLY, THOMAS BIGGS, Rathbone st, Canning Town, Clothier High Court Pet June 30 Ord Aug 5
 KOSBICK, LOUIS, Newcastle on Tyne, Picture Frame Maker Newcastle on Tyne Pet Aug 7 Ord Aug 7
 LABAN, GEORGE EDGE, Normanton Hills, Normanton on Soar, Notts, Farmer Leicester Pet July 22 Ord Aug 5
 LEICESTER, REGINALD AUGUSTUS HOLDITCH, Market Ram, Lincs Colchester Pet June 24 Ord Aug 7
 MYERS, MAURICE, Bradford, Incandescent Mantle Dealer Bradford Pet Ord 6 Ord Aug 6
 NEGUS, EDWARD, Nadnall, Salop, Tailor Shrewsbury Pet Aug 5 Ord Aug 5
 OWEN, WILLIAM HENRY, Kyte, nr Tenbury, Worcester, Farmer Kidderminster Pet Aug 5 Ord Aug 5
 PAGE, CHARLES STANMORE, Eggar's Hill, Aldershot Guildford Pet Aug 4 Ord Aug 4
 PALFREMAN, JOHN JAMES, Stockton on Tees Stockton on Tees Pet Aug 5 Ord Aug 5
 PRICE, WILLIAM, Upper Norwood, Tobaccoist Croydon Pet Aug 5 Ord Aug 5
 PURCHASE, RICHARD ROBERTS, Reading, Jeweller Newport Pet July 7 Ord Aug 4
 ROBINSON, THOMAS, Newport, Shoe Repairer Newport, Mon Pet Aug 7 Ord Aug 7
 SEVERNS, JOHN THOMAS, Bedale, Yorks, Farmer Northallerton Pet Aug 4 Ord Aug 4
 SIMPSON, GEORGE, Wyvenhoe, Essex, Tailor Colchester Pet July 14 Ord Aug 7
 SMITH, JOSEPH HENRY, Wolverhampton, Tailor Wolverhampton Pet Aug 5 Ord Aug 5
 STEPHENSON, ELLER, Wakefield, Hotel Keeper Wakefield Pet Aug 5 Ord Aug 5
 VICKERS, CHARLES ISAAC, Newland, Lincoln, Fruitier Lincoln Pet Aug 7 Ord Aug 7
 WALDON, JOHN WOODWARD, Sheffield, Warehouseman Sheffield Pet Aug 5 Ord Aug 5
 WAUGH, ROBERT, Piccadilly High Court Pet April 28 Ord Aug 9
 WHEELER, WILLIAM, Colwell, Totland, I of W, Builder Newport Pet Aug 3 Ord Aug 3
 WHITING, JOHN WILLIAM, Sawtry, Yorks, Builder Sheffield Pet Aug 5 Ord Aug 5
 WOOD, THOMAS, Chadderton, Oldham, Coal Dealer Oldham Pet July 24 Ord Aug 5

Amended Notice substituted for those published in the London Gazette of July 23 and 18 last respectively:
 PAULUS, HENRIEON, Countess rd, Burdett rd, Mile End, Baker High Court Pet July 19 Ord July 19
 PRUSACK, JACOB, Brick ln, Spitalfields, Baker High Court Pet July 10 Ord July 10